City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
NOVEMBER 29, 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.
To attend on Zoom: https://santafenm-gov.zoom.us/j/81414559372?pwd=YlloTkhycDhRWWhBWVNmdS9zUjBiZz09
Passcode: 390280
By phone: 312 626 6799
Webinar ID: 814 1455 9372
Passcode: 390280

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. Finance Committee – November 1, 2021

6. **PRESENTATION**

a. Childcare Funding Opportunities. Secretary Elizabeth Groginsky, New Mexico Early Childhood Education and Care Department.

b. November 2021. Economic Update. Reilly S. White, PhD. Principal, Erebor LLC

c. FY22 First Quarter Financial Report. Mary McCoy, Finance Director, mtmccoy@santafenm.gov , 505-955-6171; Andy Hopkins, Budget Director, ajhopkins@santafenm.gov, 505-955-6177; Brad Fluetsch, Planning and Investment Officer, bjfluetsch@santafenm.gov, 505-955-6885.

7. **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 Hibner, City Prosecutor: kjhibner@santafenm.gov)

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 Committee: 10/20/21
Finance Committee: 11/01/21
Finance Committee: 11/29/21
Governing Body (Request to Publish): 12/8/21
Governing Body (Public Hearing): 1/13/21

b. 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. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Quality of Life Committee: 11/03/21
Governing Body: 11/10/21
Finance Committee: 11/29/2021
Quality of Life: 12/01/2021
Governing Body: 12/08/2021

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, Councilor Vigil Coppler, and Councilor Romero-Wirth)
A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 11/27/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Governing Body: 12/08/21

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Introduced: 11/10/21
Governing Body Study Session: 11/17/21

Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Public Works and Utilities Committee: 12/08/21

e. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta)
A Resolution Requesting a Time Extension for a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500306 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Thomas Graham, ADA Coordinator: tmgraham@santafenm.gov, 955-6654)

Committee Review:
Introduced: 11/10/21
Finance Committee: 11/29/21
Governing Body: 12/08/21

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilwoman VIllarreal, and Councilor Garcia)
A Resolution Designating Certain Property for Public Use Pursuant to the Requirements for Cañada Rincon Multi-Use Trail Project. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Governing Body: 12/08/21

g. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler)
A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee Review:

Introduced: 09/09/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Economic Development Advisory Committee: 12/08/21
Governing Body: 12/08/21

h. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell) A Resolution Allocating An Additional 4.7 Acre Feet of Available Water From the City's Existing Water Supply to Siler Yard, Located at 1218 Siler Road. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Community Development Commission: 11/17/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Governing Body: 12/08/21

i. Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of $367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 11/29/2021
Governing Body: 12/08/2021

j. Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to $200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637)

Committee Review:
Public Works and Utilities Committee – 11/08/2021
Finance Committee – 11/29/2021

Governing Body – 12/08/2021

k. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov 505-660-2619)

Committee Review:
Public Works and Utilities Committee: 11/08/21
Finance Committee Committee: 11/29/21
Governing Body: 12/08/21

l. Request for approval of Amendment # 1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes." Compensation does not change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

m. Request for Approval of Procurement of One Ambulance Using Houston-Galveston Area Council (HGAC) Cooperative Agreement in the Total Amount of $153,555.00 for the Fire Department; Southwest Ambulance Sales. (Brian Moya, Assist. Chief, Fire Department, bjmoya@santafenm.gov, 505-955-3111 / Sten Johnson, Health & Safety Officer, Fire Department, sajohnson@santafenm.gov, 505-467-9799)

Committee Review:
Finance Committee – 11/29/2021
Quality of Life Committee – 12/01/2021
Governing Body – 12/08/2021

n. Request for the approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation in the amount of $115,776.39 including NMGRT for Design/Build services for the design and construction

of a new restroom facility that will be located at the Water Street parking lot; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

1) Request for the approval of a BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction for the Water Street Restroom project, as approved at the CIAC on 11/17/2020 Item 6B; Sam Burnett, Facilities Divison Director, jsburnett@santafenm.gov, 505-955-5933

2) Request for the approval of a BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

Committee Review:
Finance Committee 11/29/2021
Quality of Life Committee 12/1/2021
Governing Body 12/8/2021

o. Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of $849,432.20 in the Total Amount of $2,548,296.60. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 1-505-231-1749)

COMMITTEE REVIEW
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

p. Request for approval of the Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 505-955-6653.)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/11/2021

Governing Body: 01/08/2022

q. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; (Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710).

COMMITTEE REVIEW:
Finance Committee: 11/29/2021
Quality of Life: 12/1/2021
Governing Body: 12/08/2021

r. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the amount of $2,700,000 to fund a retention and hiring incentives. (Jarel LaPan Hill, City Manager, jlhill@santafenm.gov; 505-955-6534; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

s. Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the amount of $66,938 including salaries and benefits to fund an existing unfunded Broadband Project Manager position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

t. Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new

FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

u. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 including salaries and benefits to create and fund 4.5 new FTEs, one Navigator, three Park Rangers and a half-time Custodian, and operating costs for a City operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

v. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

w. Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 including salaries and benefits to fund existing unfunded positions include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

x. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

y. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 including salaries and benefits to fund an existing unfunded Chief of Staff position. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 505-955-6534)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

z. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 including salaries and benefits to fund three existing unfunded Municipal Court Clerk positions. (Jacqueline Baca, Deputy Court Finance Administrator, jybaca@santafenm.gov, 505-955-5054)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

aa. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to fund and create one new FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ab. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Recreation Complex Division of the Public Works Department in the Amount of $204,334 to fund existing unfunded MRC Parks Superintendent position and to fund MRC operations and repairs. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ac. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Public Works Department in the Amount of $242,804 to fund Parks capital and operating expenses. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ad. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to fund existing unfunded Administrative Manager and Account Technician positions. (Noel Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ae. Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of $120,433 to fund salary increases for Streets Maintenance and Operation positions to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

af. Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to fund salary increases for Transit Driver I, II, III & Dispatch Supervisors to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, January 3, 2022**

12. **ADJOURN**

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

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
NOVEMBER 01, 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 at 5:01pm.

2. **ROLL CALL**

Members Present:

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

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Bradley Fluetsch, Cash and Investment Manager
Carolynn Roibal, Administrative Manager

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the agenda as amended to postpone item a on the consent agenda for additional information.

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 to pull items e, f and o 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 – October 4, 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

b. Regular Finance Committee – October 18, 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

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the minutes of Oct 4, 2021 and October 18, 2021 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 Publish Notice of Public Hearing on December 8, 2021.** Consideration of Bill No. 2021-24. 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. (Councilor Lindell and Councilor Abeyta) (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov)

Committee Review:
Introduced: 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 1018/21
Public Safety Committee: 10/19/21
Quality of Life Committee: 10/20/21
Finance Committee: 11/01/21
Finance Committee: 11/29/21
Governing Body (Request to Publish): 12/8/21
Governing Body (Public Hearing): 1/13/21

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to postpone the bill until Finance Committee Meeting of November 29th

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 Approving First Quarter Budget Amendments for Fiscal Year 2021-2022. (Andy Hopkins, Acting Budget Officer: ajhopkins@santafenm.gov, 955-6177)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Public Works and Utilities Committee: 11/08/21
Governing Body: 11/10/21

MOTION: Councilor Lindell 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

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 and 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

MOTION: moved, seconded by , to approve the lease as presented.

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

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

Against: None

Abstain: None

d. Request for Approval 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 and 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

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the lease 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 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

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to move the contract amendment forward with no recommendation.

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

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

Against: None

Abstain: None

f. Request for Approval of 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: bjfluetsch@santafenm.gov, 955-6885)

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to move item f to the bottom of agenda to complete 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

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the contract as presented on discussion. Additional information to be forwarded to Councilors.

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 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: bjfluetsch@santafenm.gov, 955-6885)

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

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

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

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

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, 955-5355 and Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, 955-5286)
Committee Review:
Finance Committee:11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

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

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

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

Against: None

Abstain: None

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, 955-5355 and David Webb, Lt. Police Department, dwebb@santafenm.gov, 955-5257)

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

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

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

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

Against: None

Abstain: None

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, 955-6209)

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

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

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, 955-6209)

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

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

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, Firefighter: ajmercado@santafenm.gov, 955-3604)

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

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

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

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

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. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

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

MOTION: Councilor Villarreal moved, seconded by Councilor Abeyta, to move the resolution forward with no recommendation.

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

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

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the lease 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. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

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

11. **ADJOURN**

Meeting adjourned 6:05 pm.

_____ _____

Liaison Chair

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

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
Economic Outlook

November 29, 2021

Dr. Reilly S. White

Reilly S. White, PhD
Principal, Erebor LLC

- Tenured Associate Professor of Finance
- Assistant Dean of Teaching and Learning, UNM Anderson
  - Director, $5.0 Million Student-Run Portfolio
  - Daniels Fund Ethics Fellow
- 15 Years of Experience in Economic Analysis, Banking, Budgeting, and Academic Research

Areas of Expertise

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

Range of Experience

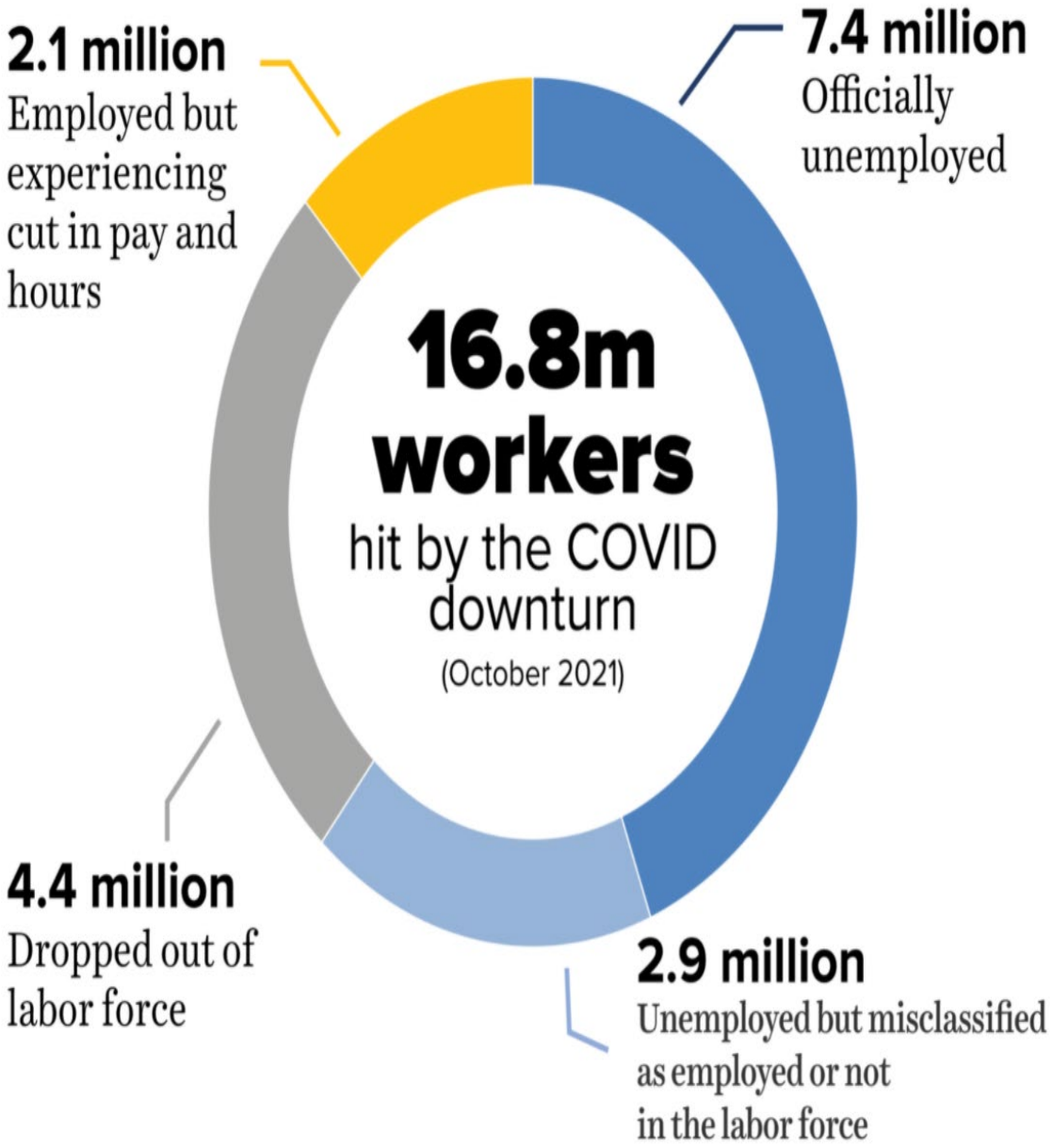
- 17 Peer-Reviewed Publications over the last several years, including work in the *Journal of Banking and Finance*, *Physica A*, and *Technological Forecasting and Social Change*
- Developed early-stage model for COVID impacts on unemployment in poverty; modeled portfolio risk scenarios for wealth managers;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

National Economic Outlook

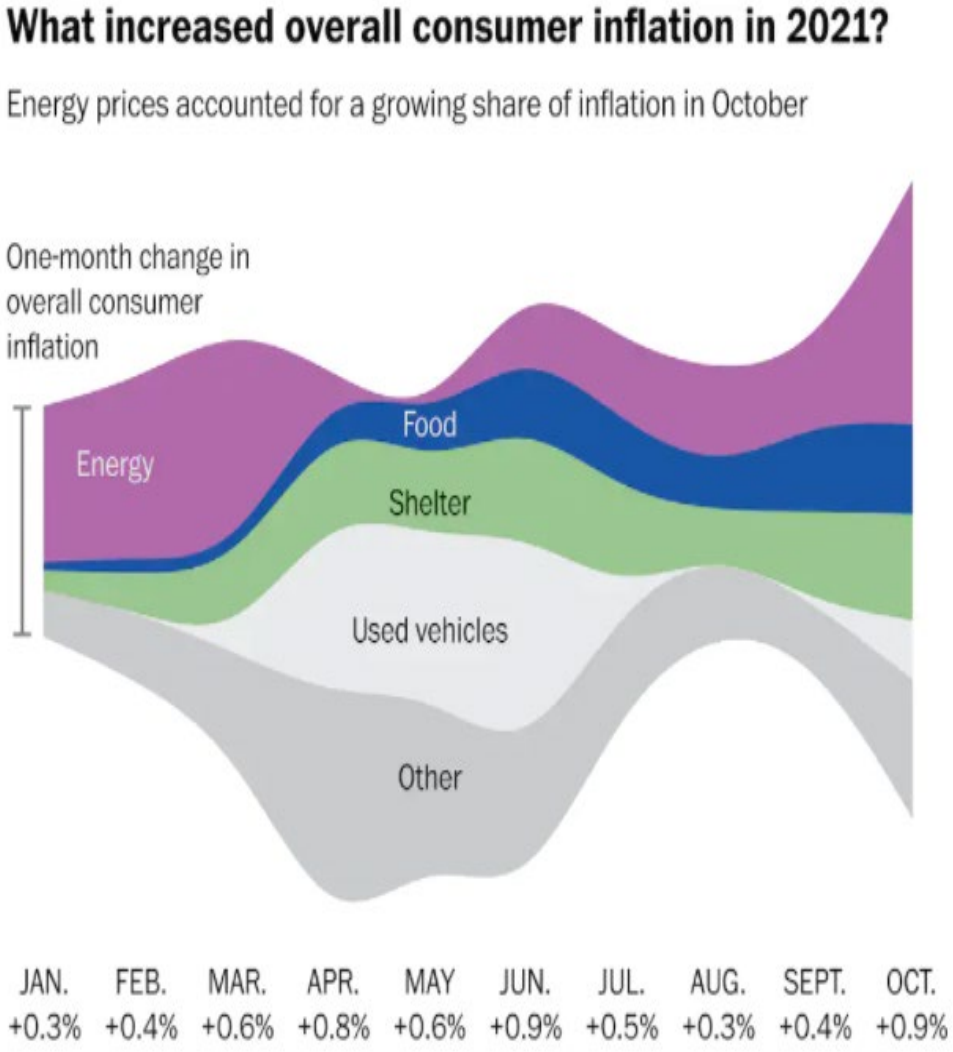
Growth, Inflation, and Labor

- Unemployment has improved to 4.6% while the participation rate has remained below pre-pandemic levels.
- Real GDP is on pace to expand 5.5% in 2021 and experience further **strong growth** of 4% in 2022
- Inflation remains elevated with **annual** CPI reaching 6.2% in October, driven by broad-based gains including energy, food, shelter, and cars.
- Both job openings and quit rates remain at record levels – these usually predict higher wage growth and inflation.
- The Federal Reserve will likely raise interest rates during 2022.

The Great Labor Reassessment

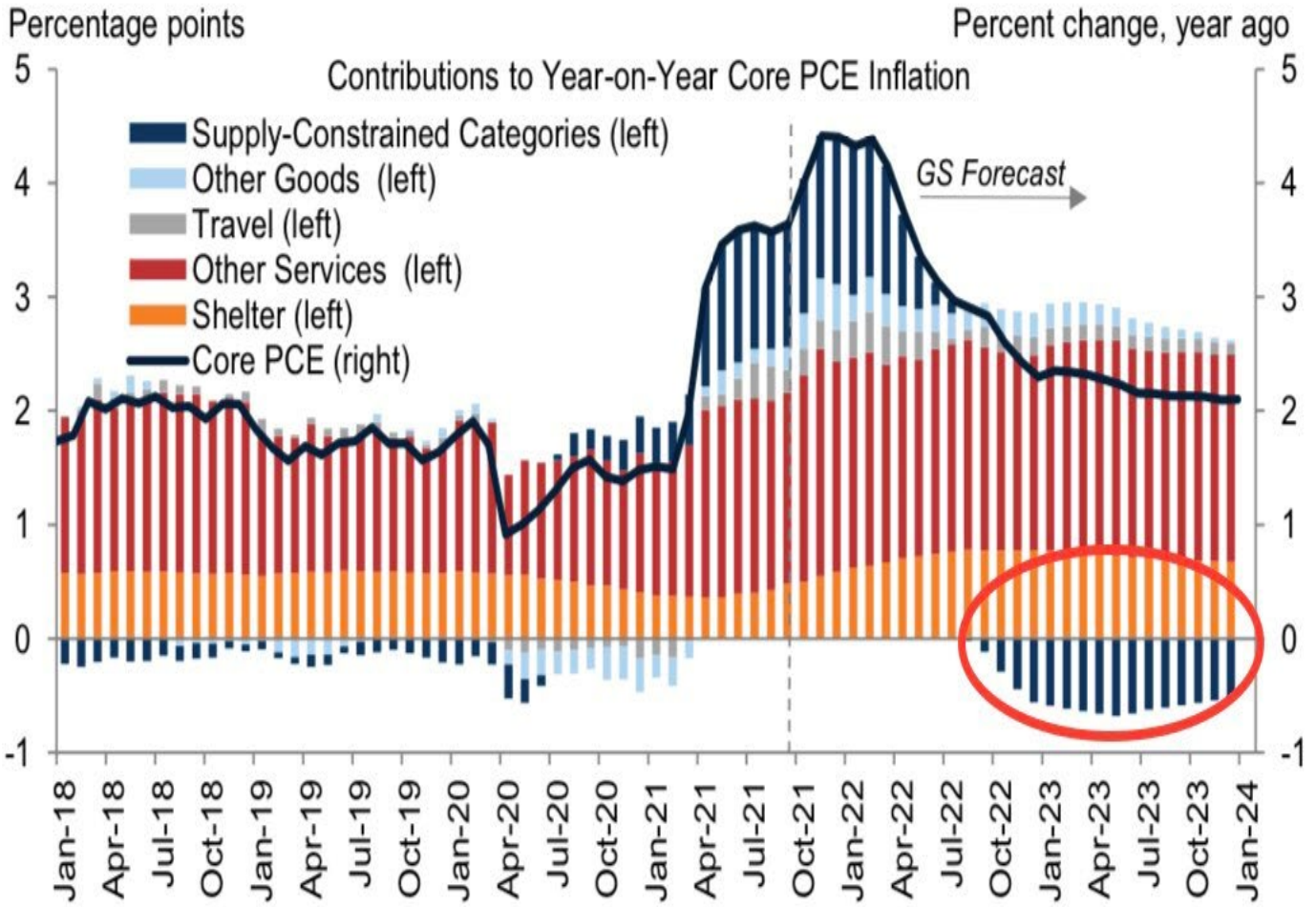


Where is inflation coming from?



Is Inflation Transitory?

Exhibit 8: Core PCE Inflation Will Rise Further This Winter, but Should Eventually Fall to the Low 2s as a Transitory Inflation Boost from Durable Goods Becomes a Transitory Deflationary Drag in Late 2022 and 2023

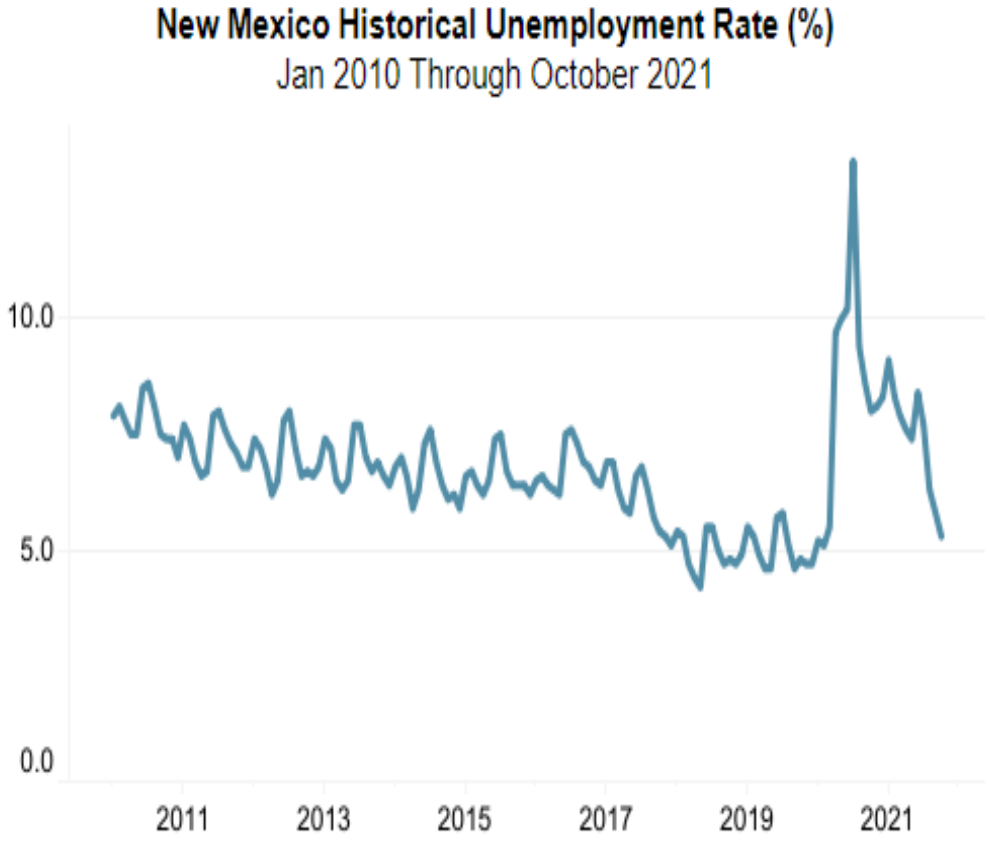


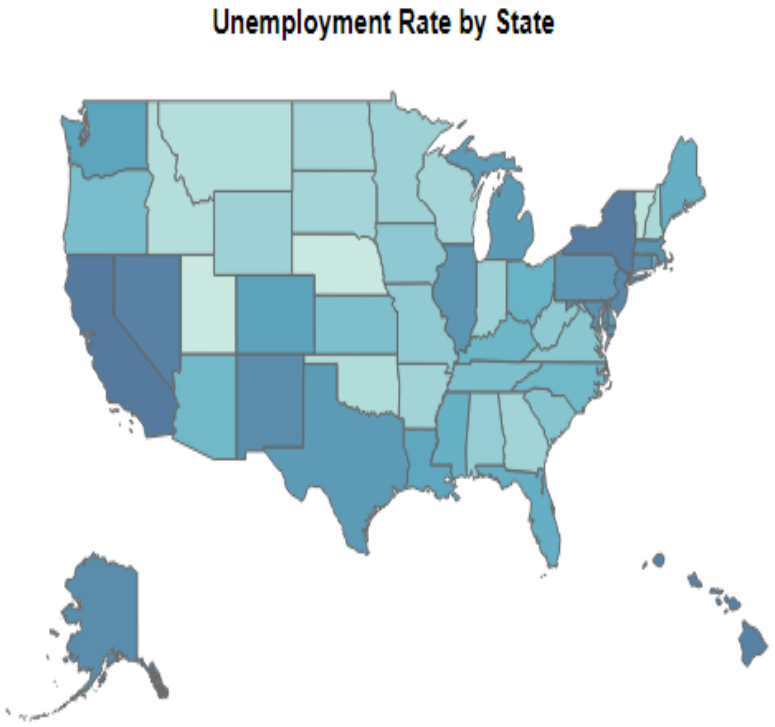
Source: Goldman Sachs Global Investment Research

New Mexico Economic Overview
Summary

- **Slower to Fall, Slower to Rise**
  - New Mexico unemployment fell to 6.5% (47th nationally) in October.
  - Nonfarm employment remains about 3.8% higher YoY; the largest job gains in autumn have occurred in Trade, Professional & Business Services.
  - Hospitality & Leisure employment remains 10% lower than prior the pandemic.
  - Expect continued wage pressure through FY 2022 across service-sector positions; other sectors should experience steady growth
  - Supply chain issues are likely to be gradually resolved through 2022.

Unemployment (vs. National)



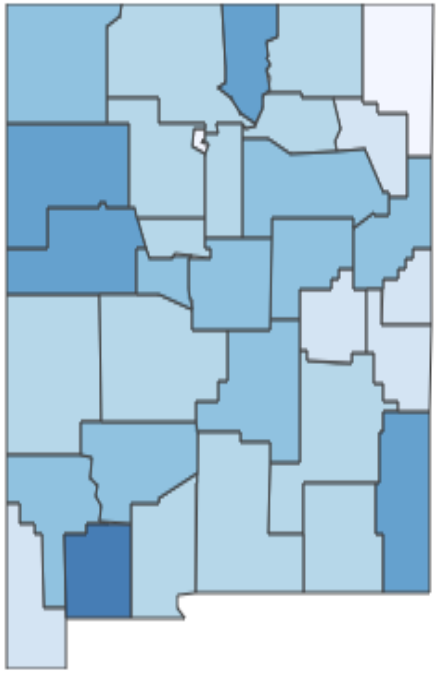


Unemployment
jobs.state.nm.edu

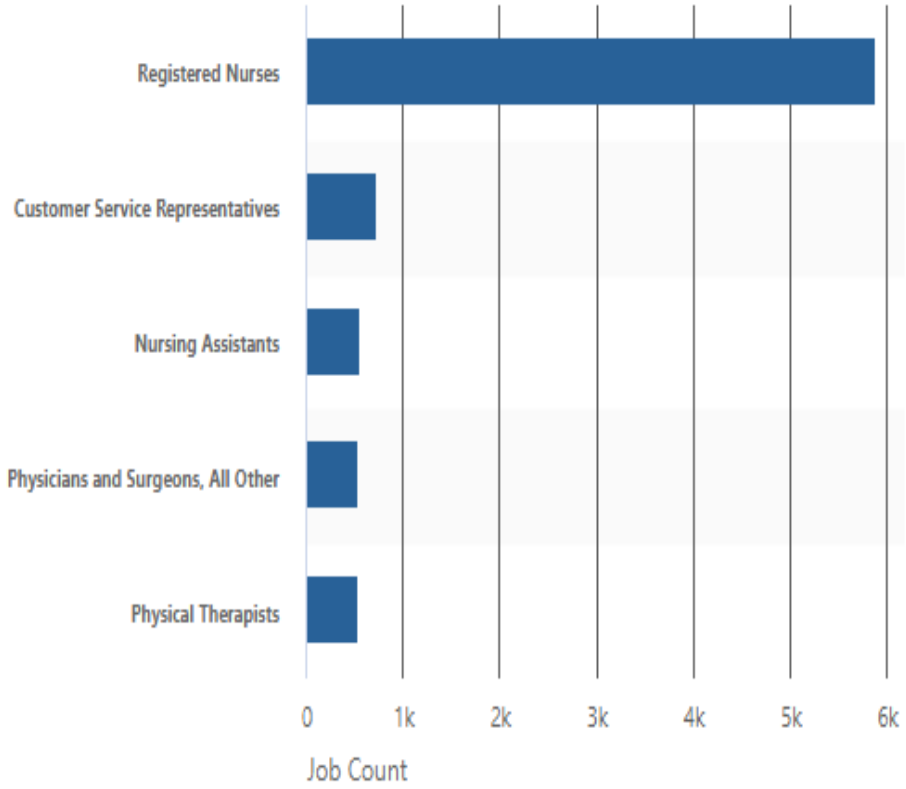
Labor Market Information

Unemployment Data by County for October 2021

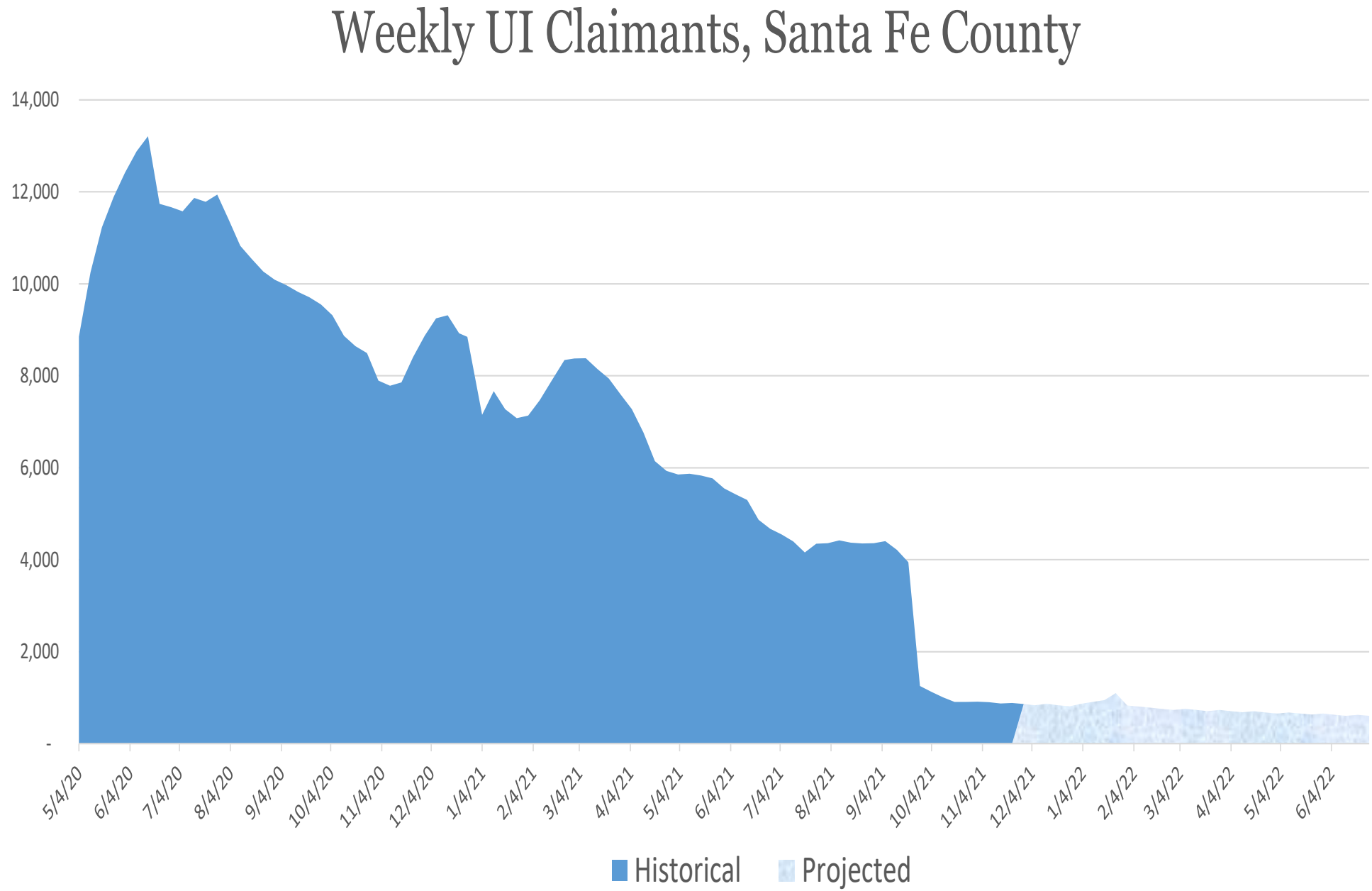
Not Seasonally Adjusted



Top Occupations Advertised Online for November 22, 2021

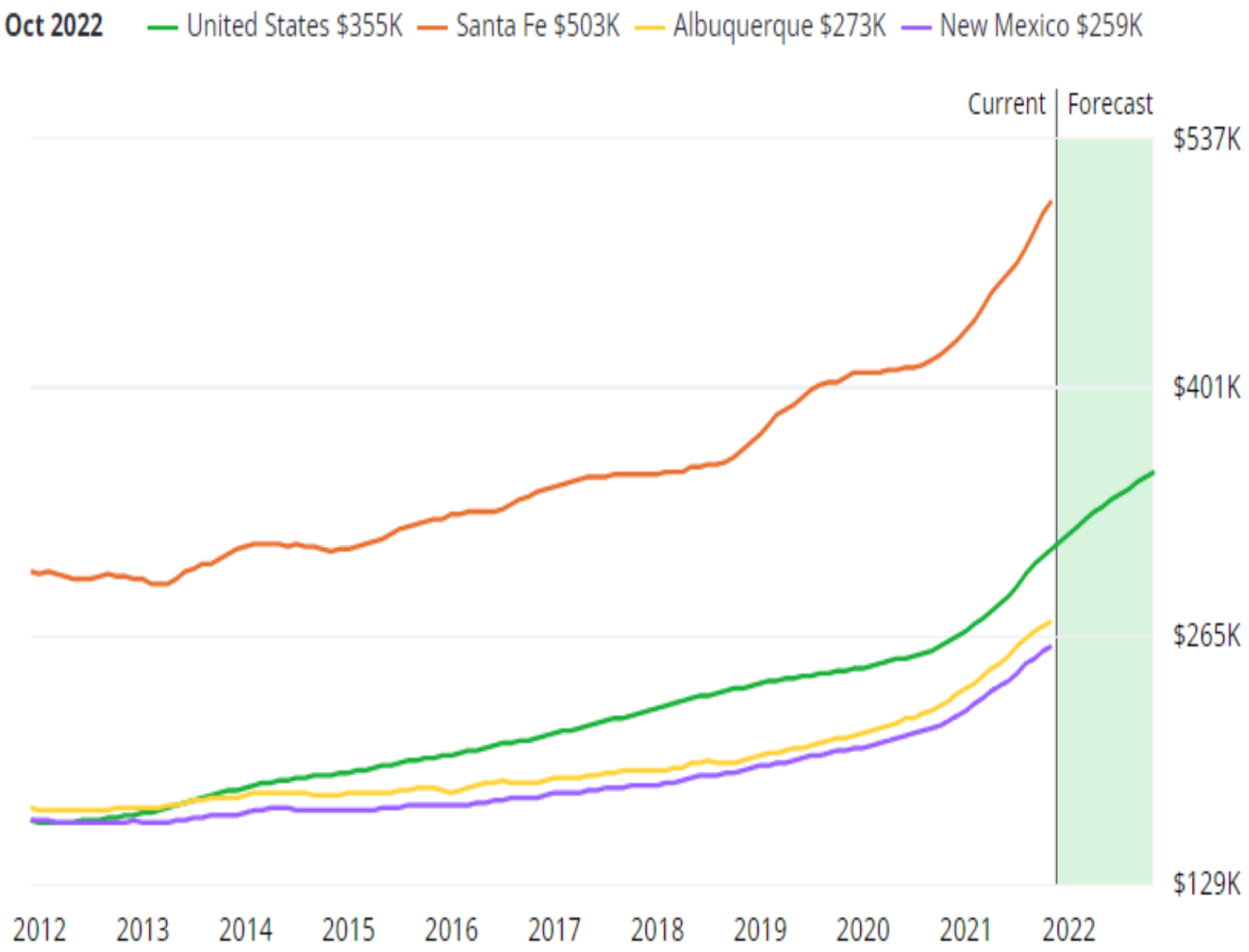


Local Unemployment Dynamics

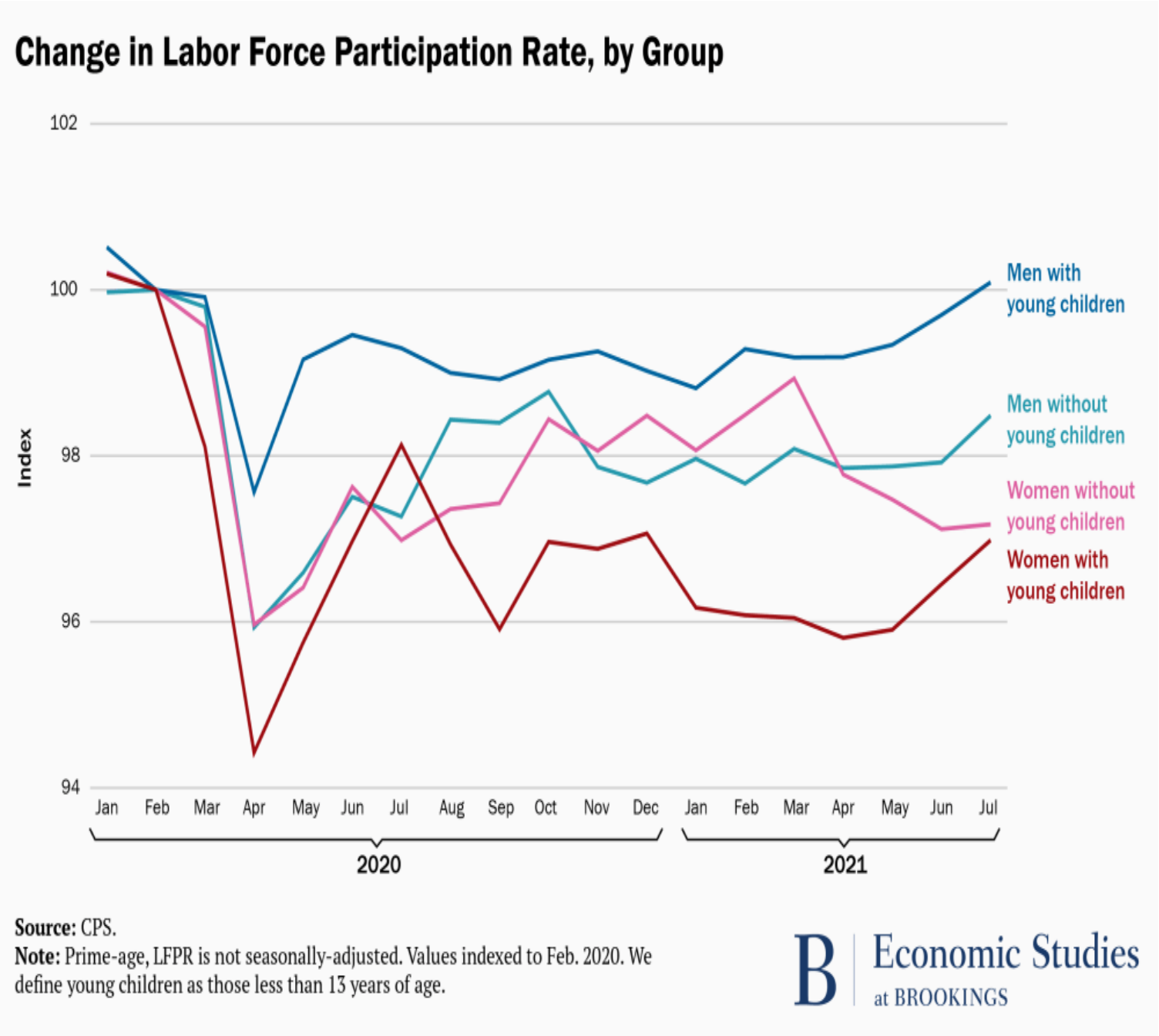


Real Estate Prices Continue to Rise

Zillow



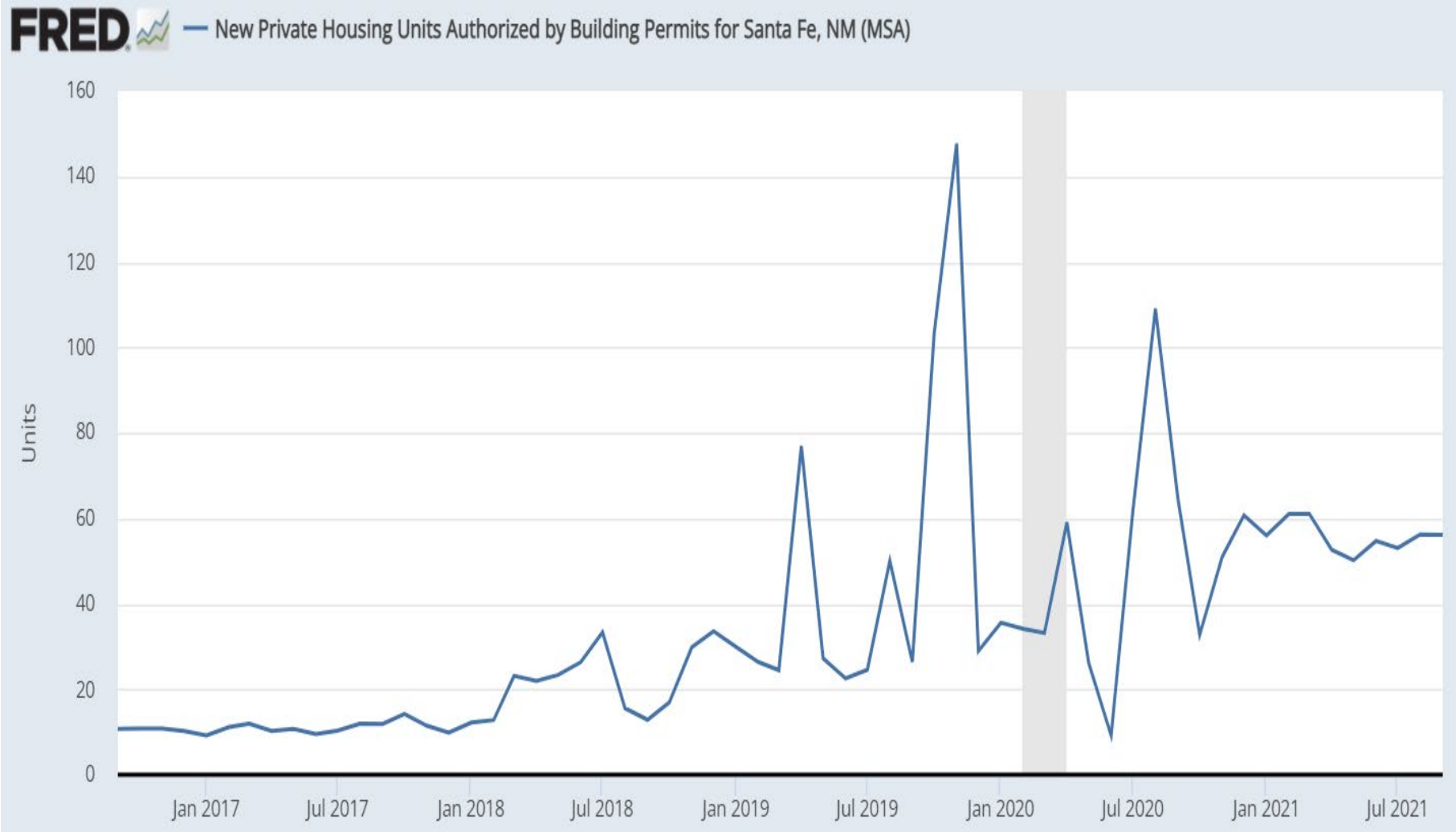
Childcare and Workforce Participation



Santa Fe Economic Overview
Summary

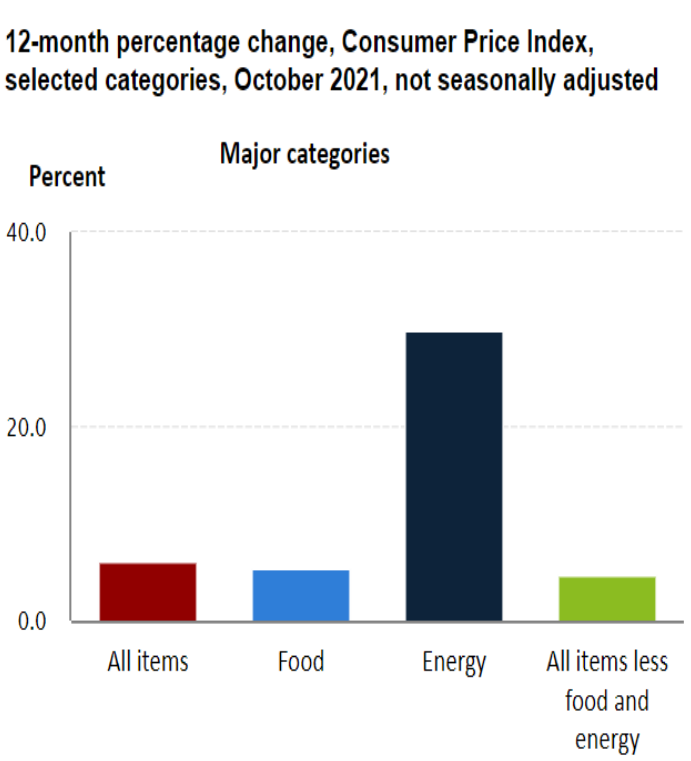
- Uneven Economic Growth Continues
  - Santa Fe unemployment stands at 5.4%, down from 7.0% in July
    - Roughly 3.4k fewer workers are employed in Leisure & Hospitality & 1.5k in Government
  - Santa Fe ranked 361st out of 396 metropolitan areas for YoY job growth between September 2020 and September 2021
  - Tight labor market conditions are likely to continue, with wage growth lasting into 2022.
  - Construction remains strong

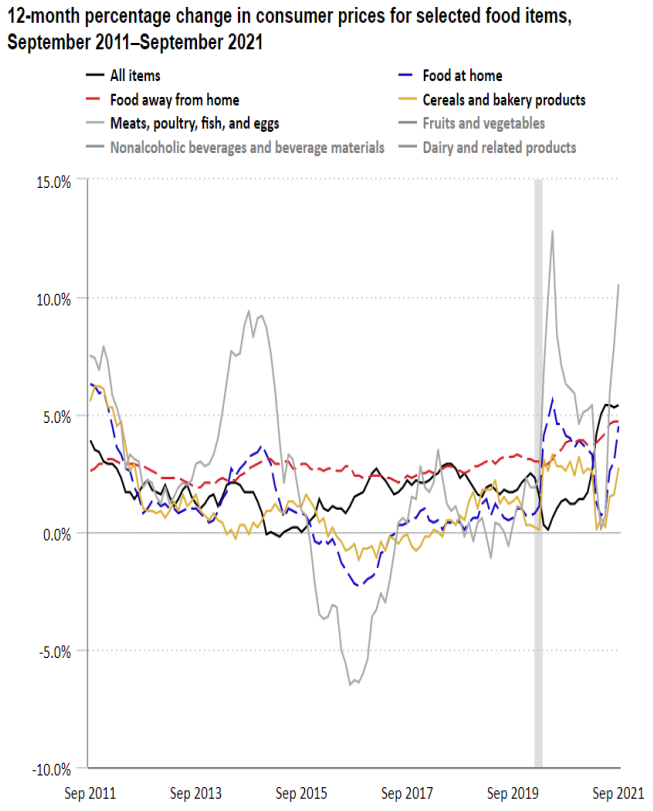
Building Permits (New Private Housing)



The ins and outs of **Inflation**

- The **Consumer Price Index** (CPI) rose 0.9% in October and 6.2% over the last twelve months, exceeding the consensus estimate of 0.6%.
- This represents the **largest surge** in inflation since 1990.
- Fuel and vehicle prices trended upward, while shipping backlogs reached new highs.





Santa Fe Economic Overview
Revenue Outlook

- Economic Growth (and recovery) will Continue.
  - Steady growth in GRT and Lodgers' Tax revenues are expected;
    - Inflation effects create a double-edge sword: GRT is likely to increase (as goods prices increase), but city expenditures will also rise.
  - Robust tourism revenues is continued, while labor shortages and wage growth will continue to put pressure on the Leisure and Hospitality Sector.
  - Rising rates in 2022 will likely slow property value appreciation.
  - Inflationary pressure should gradually subside, but longer-term inflation (powered by wage growth) is likely to continue. Global supply chain issues will continue to affect residents, companies through next year.

CITY OF SANTA FE

QUARTERLY FINANCIAL PERFORMANCE REPORT

As of September 30, 2021

CITY OF SANTA FE – QUARTERLY FINANCIAL REPORT
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I. EXECUTIVE SUMMARY

This report is a summary of financial results for the City through the first quarter of the fiscal year. It provides summarized information on how the City's financial sources (revenues) and uses (expenditures) have performed to date by department and major categories. Significant financial developments and budget variances are highlighted and explained. The report also includes a projection of revenues and expenditures to the end of the fiscal year based on year-to-date activity and historical trends. Finance Department staff continues to work with other City Departments to ensure that City resources will be used in the most efficient and cost-effective manner.

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

Gross Receipts Tax (GRT) revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant impact to the City's overall revenue picture. Better-than-expected first quarter GRT revenue performance continues the strong economic recovery trend. Other major revenue categories in the General Fund such as Property Tax, Ambulance Fees, Planning & Land Use Fees and Miscellaneous Revenues are projected in line with budgeted levels, and no significant deviation from budgeted revenue estimates is currently anticipated at this point in the fiscal year.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were retail and tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.6 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $447 million, or 12 percent to $3.1 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.9 billion, or $200 million shy of the calendar year 2020 total of $3.1 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending and travel will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted. The budget adjustments in the second quarter of the FY22 will be funded from GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

The proposed FY22 budget adjustments make further investments in core city operations and resident needs. These investments increase funding in key areas such as staffing for Land Use, Legal, HR, Safety, Finance, Parking, MRC, Broadband, Municipal Court and other department operations. Additionally, budget adjustments at midyear are proposed to fund recruitment and retention initiatives. Other investments target adding recurring and non-recurring funding for key City services and projects in Parks and the MRC. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

Federal Update

The strength in the economy was in part a result of the legislative response including federal laws passed in 2020 and 2021 by Congress, chief among them the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Successive rounds of substantial fiscal support have boosted economic activity since March 2020 and are projected to continue to do so through 2023 including the Infrastructure Investment & Jobs Act and the "Build Back Better" bill. To help recover from the financial and economic impacts of COVID-19, the City of Santa Fe will receive $15 million in federal funding from the American Rescue Plan Act for use through the end of 2024. The City will budget the ARPA funds in early 2022.

State Update

The State of New Mexico is also showing a strong economic recovery with the latest State revenue projections totaling $1.4 billion in new money for FY23. Oil and natural gas production revenue in New Mexico is leading the recovery. State economists did note that New Mexico lost about 104,000 jobs at the height of the pandemic, and it could take until 2026 to reach pre-pandemic job levels, the report says. The State's Legislative Session begins in January 2022 and the City will actively lobby for additional capital outlay funds for key capital projects.

Refinancing Update

The City of Santa Fe recently received AA+/AA by Fitch Ratings and S&P Global for its Subordinate Lien GRT Revenue Refunding Bond, while having all the other bonds affirmed with the same ratings. The ratings agencies cited the Santa Fe's strong economic fundamentals and the City's sound budget management during the pandemic. Characterizing the City's rating outlook at "stable," Fitch said, "The city's strong budget management was demonstrated by its efforts to maintain sustainability in anticipation of pandemic-induced revenue pressures via significant restructuring of its operations."

S&P Global stated, "Santa Fe's good management practices support stable financial reserves and balanced operations." S&P Global's rating reflects its view of "strong-to-very strong debt service coverage supported by a strong economy." It noted the City of Santa Fe's revenue collections in the latter half of fiscal 2021 "reflected steady increases which are expected to continue into fiscal 2022." In its credit opinion, S&P Global termed the City's

economic fundamentals as "strong," noting, "New economic development continues with restaurants, retail and commercial establishments. Tourism and the movie industry are picking back up after a slowdown due to the pandemic."

The excellent bond ratings and recognition of the City's strong fiscal management practices during the COVID-19 pandemic and the City's strong financial health, enabled the City to successfully refinance outstanding debt. On Tuesday, November 16, the City successfully sold $13.59 million of the 2021 Subordinate Lien GRT Revenue Refunding bonds on the open market. RBC Capital Markets and Baird led the City's bond sale as underwriters. By refunding the 2010 B Railyard Infrastructure Development bond and the 2012 A CIP GRT revenue bond with the new 2021 Subordinate Lien GRT Revenue Refunding Bond, the City will save over $1.3 million of interest expense in the next five years. Since we were able to refund our bonds at lower interest rates, we save taxpayer's money and put those dollars toward meeting the needs of our community.

ALL FUNDS - OPERATING BUDGET SUMMARY & PROJECTIONS

Exhibit 1

DESCRIPTION	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 APPROVED BUDGET	AMENDED BUDGET	YEAR TO DATE*	PROJECTED YEAR-END	PROJECTED VARIANCE
BEGINNING BALANCE	**212,274,620**	**276,861,971**	**276,861,971**	**276,861,971**	**276,861,971**	
Revenues :						
Gross Receipts Tax	112,820,977	108,931,958	108,931,958	35,992,810	108,931,958	0%
Property Tax	10,519,380	10,942,596	10,942,596	174,887	10,942,596	0%
Franchise Fees	5,174,821	3,827,926	3,827,926	674,786	3,827,926	0%
Lodgers' Tax	7,629,850	8,741,248	8,741,248	3,272,471	8,741,248	0%
Gasoline Tax	1,596,238	1,181,966	1,181,966	446,224	1,181,966	0%
Other Taxes	469,728	566,003	566,003	40,338	566,003	0%
Licenses & Permits	3,928,630	3,660,995	3,660,995	898,518	3,660,995	0%
Ambulance Fees	4,661,818	2,772,000	2,772,000	174,200	2,772,000	0%
Insurance Premiums/Deductible	25,399,599	34,660,413	34,660,413	5,266,345	34,660,413	0%
Parking Fees	417,971	4,107,311	4,107,311	46,717	4,107,311	0%
Recreation Fees	253,323	2,493,386	2,493,386	53,706	2,493,386	0%
Solid Waste Fees	17,587,516	12,691,735	21,557,190	3,840,126	21,557,190	0%
Wastewater Fees	10,832,942	14,009,608	14,009,608	2,538,166	14,009,608	0%
Water Fees	28,501,155	34,632,985	34,689,432	7,514,486	34,689,432	0%
Other Fees/Services**	26,709,705	23,905,274	24,040,135	1,331,955	24,040,135	0%
Fines & Forfeitures	183,609	873,664	873,664	4,522	873,664	0%
Miscellaneous Revenues***	37,894,983	3,837,162	4,177,137	115,762	4,177,137	0%
Interest on Investments	5,634	449,394	449,394	1,862	449,394	0%
State Grants	2,637,325	9,109,576	9,434,779	-	9,434,779	0%
Federal Grants	872,285	6,144,673	8,886,653	-	8,886,653	0%
SF County/Other Grants	73,824	105,144	8,648,564	-	8,648,564	0%
Transfers In	46,467,645	47,632,367	49,501,412	275,000	49,501,412	0%
Subtotal - Revenues	**344,638,959**	**335,277,384**	**358,153,770**	**62,662,881**	**358,153,770**	**0%**
TOTAL RESOURCES	**556,913,579**	**612,139,355**	**635,015,741**	**339,524,852**	**635,015,741**	
Expenditures :						
Salaries	69,995,040	83,642,680	88,389,117	19,809,112	88,389,117	0%
Benefits	34,464,635	42,464,549	44,755,294	9,725,322	44,755,294	0%
Contractual Services	29,580,473	31,629,030	38,217,578	14,659,480	38,217,578	0%
Utilities	12,927,703	11,816,044	13,304,638	4,906,871	13,304,638	0%
Repairs & Maintenance	5,923,876	6,341,626	8,179,467	2,660,177	8,179,467	0%
Supplies	10,064,045	12,439,929	13,396,210	4,354,319	13,396,210	0%
Insurance	31,347,733	35,645,453	36,048,736	6,303,443	36,048,736	0%
Travel & Training	433,909	1,076,843	1,235,670	204,471	1,235,670	0%
Other Operating	26,806,872	31,022,079	33,739,197	4,801,657	33,739,197	0%
Capital Purchases	4,398,729	4,228,594	8,992,940	2,470,233	8,992,940	0%
Land & Building	1,965,971	3,785,400	4,611,189	25,965	4,611,189	0%
Debt Service-Principal	546,107	19,917,738	19,917,738	-	19,917,738	0%
Debt Service-Interest	11,476	8,241,711	8,241,711	-	8,241,711	0%
Transfers Out	51,585,042	50,710,771	61,618,375	1,065,000	61,618,375	0%
TOTAL EXPENDITURES	**280,051,608**	**342,962,447**	**380,647,860**	**70,986,051**	**380,647,860**	**0%**
ENDING BALANCE	**276,861,971**	**269,176,908**	**254,367,881**	**268,538,801**	**254,367,881**	

**Includes year-to-date actuals plus encumbrances as of September 30, 2021; excludes CIP funds*

***Other Fees/Services include: Internal Service Charges; Airport Fees; Police/Court Fees; Transit Fees; Land Use Fees; and various other fees/services*

****Miscellaneous Revenues are primarily comprised of Bond Proceeds. This category also includes: Bond Premiums; Sales Revenue; Reimbursements; Refunds; Advertising Income; Insurance Recoveries; Rental Income; and other miscellaneous revenues*

Exhibit 3

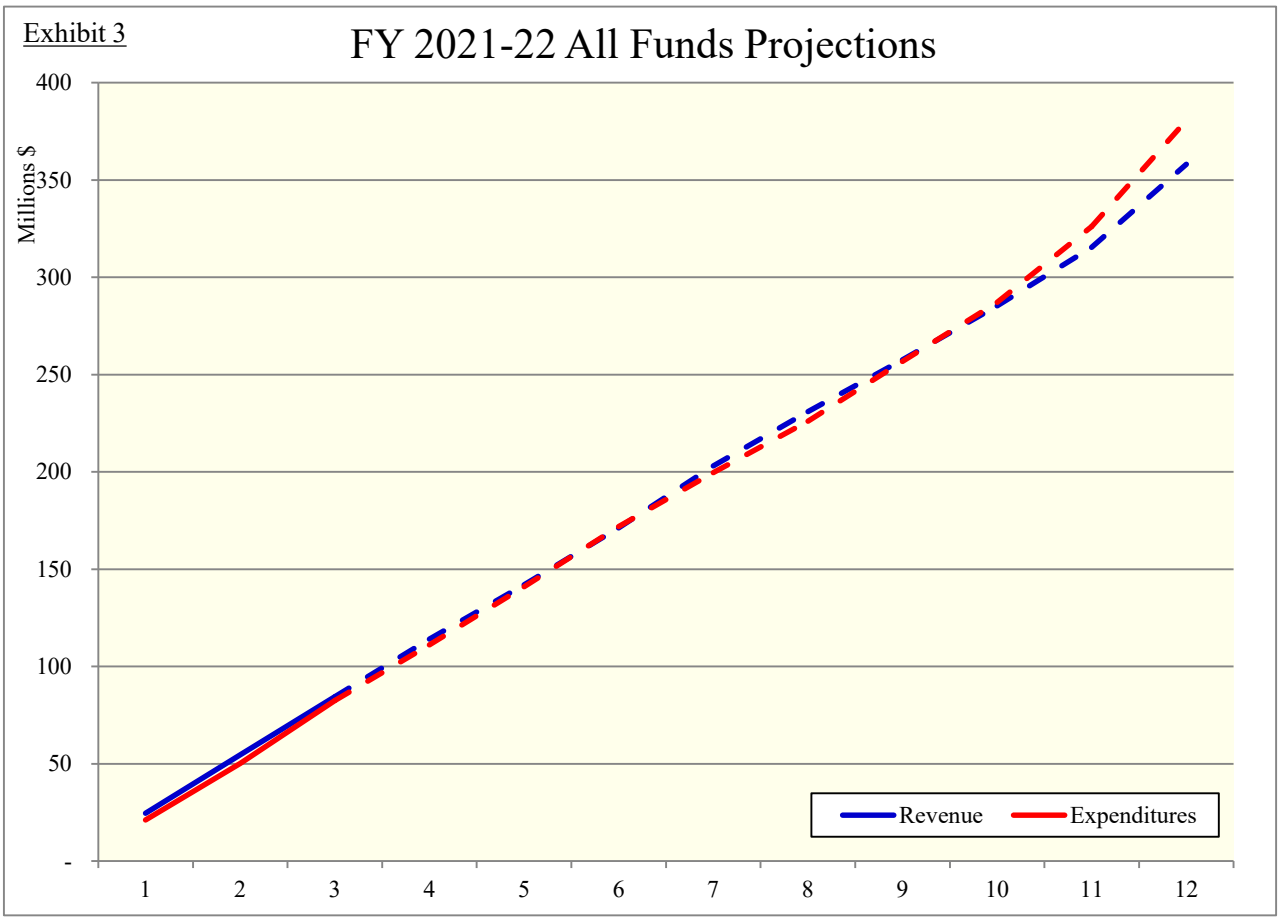
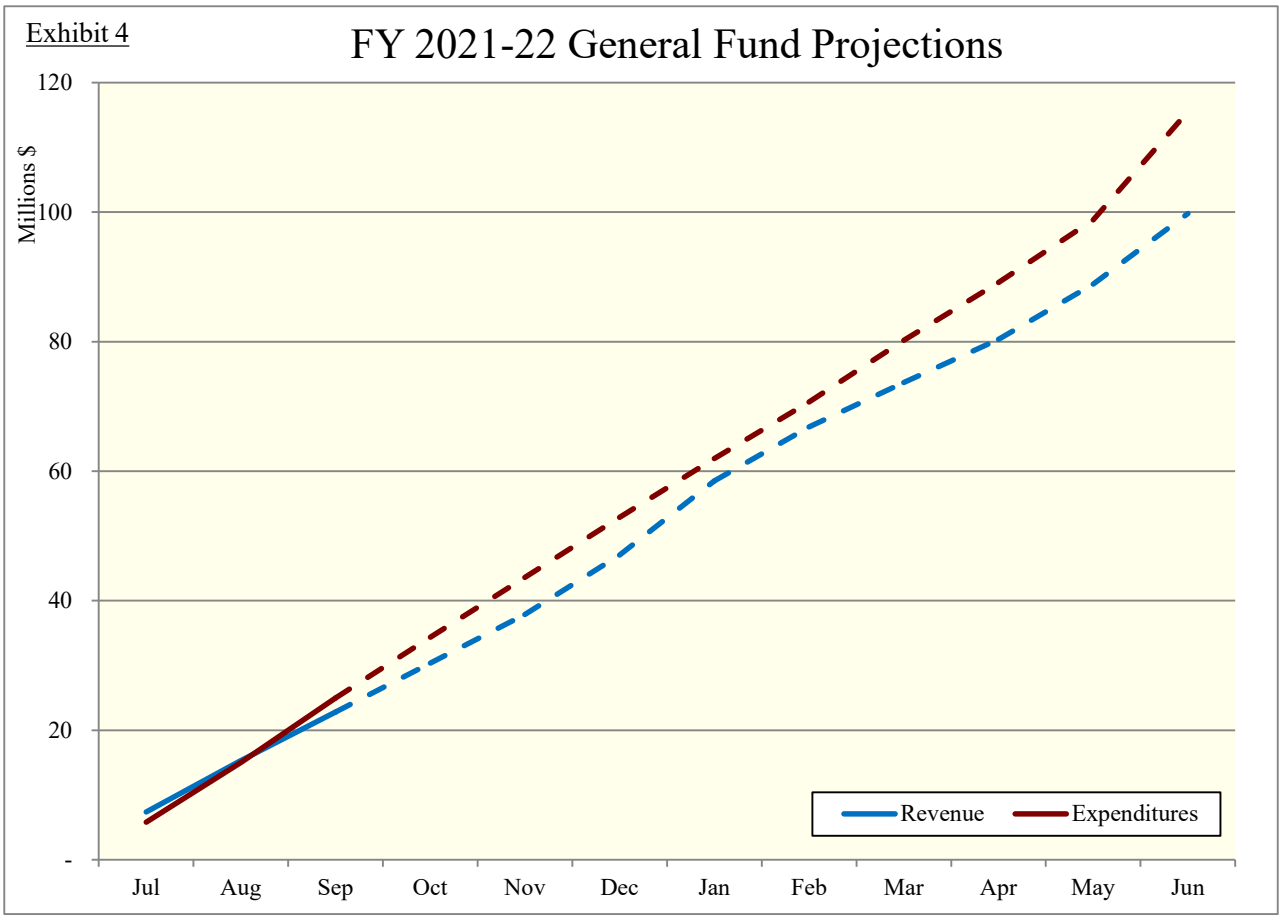


Exhibit 4



GENERAL FUND SUMMARY & PROJECTIONS

Exhibit 2

DESCRIPTION	FISCAL YEAR 2020/2021 ACTUAL	FISCAL YEAR 2021/2022 APPROVED BUDGET	AMENDED BUDGET	YEAR TO DATE*	PROJECTED YEAR-END	PROJECTED VARIANCE
BEGINNING BALANCE	**23,728,880**	**39,015,591**	**39,015,591**	**39,015,591**	**39,015,591**	
Revenues:						
Gross Receipts Tax	71,544,818	68,914,879	68,914,879	22,604,510	68,914,879	0%
Property Tax	8,929,577	8,964,503	8,964,503	174,887	8,964,503	0%
Franchise Fees	5,139,953	3,756,726	3,756,726	674,786	3,756,726	0%
Other Taxes	469,728	512,120	512,120	40,338	512,120	0%
Licenses & Permits	3,874,685	3,590,581	3,590,581	898,318	3,590,581	0%
Ambulance Fees	4,661,818	2,772,000	2,772,000	174,200	2,772,000	0%
Planning/Land Use Fees	378,456	752,915	752,915	95,963	752,915	0%
Recreation Fees	50,215	183,022	183,022	19,447	183,022	0%
Reimbursed Expenditures**	4,864,978	5,424,866	5,424,866	3,418	5,424,866	0%
Other Fees/Services	115,766	410,609	410,609	13,775	410,609	0%
Fines & Forfeitures	143,404	210,452	210,452	(83)	210,452	0%
Miscellaneous Revenues	(2,152,232)	54,782	54,782	(8,000)	54,782	0%
Interest on Investments	-	8,906	8,906	-	8,906	0%
State/Other Grants	70,245	611,555	740,859	-	740,859	0%
Transfers In	7,621,688	2,693,664	3,493,664	-	3,493,664	0%
Subtotal - Revenues	**105,713,100**	**98,861,580**	**99,790,884**	**24,691,558**	**99,790,884**	**0%**
TOTAL RESOURCES	**129,441,980**	**137,877,171**	**138,806,475**	**63,707,149**	**138,806,475**	
Expenditures:						
Salaries	38,830,003	48,893,871	48,763,115	11,136,530	48,763,115	0%
Benefits	18,747,872	24,428,088	24,317,318	5,419,298	24,317,318	0%
Contractual Services	4,364,081	9,365,234	10,124,699	3,365,595	10,124,699	0%
Utilities	3,882,023	3,740,962	3,741,662	353,157	3,741,662	0%
Repairs & Maintenance	792,562	785,320	792,863	294,514	792,863	0%
Supplies	1,912,201	3,357,570	3,378,808	889,514	3,378,808	0%
Insurance	2,939,037	3,122,394	3,122,394	-	3,122,394	0%
Travel & Training	54,641	386,271	386,271	58,727	386,271	0%
Other Operating	6,215,769	8,477,164	9,763,528	1,205,667	9,763,528	0%
Capital Purchases	383,524	362,500	1,143,060	953,682	1,143,060	0%
Land & Building	5,881	86,718	87,458	2,648	87,458	0%
Transfers Out	12,298,794	2,945,803	9,935,803	-	9,935,803	0%
TOTAL EXPENDITURES	**90,426,389**	**105,951,895**	**115,556,979**	**23,679,332**	**115,556,979**	**0%**
ENDING BALANCE	**39,015,591**	**31,925,276**	**23,249,496**	**40,027,817**	**23,249,496**	

**Includes year-to-date actuals plus encumbrances as of September 30, 2021*

***Reimbursed Expenditures are mostly comprised of internal charges to various City Divisions for services provided by GF Departments such as Finance, IIT, & HR*

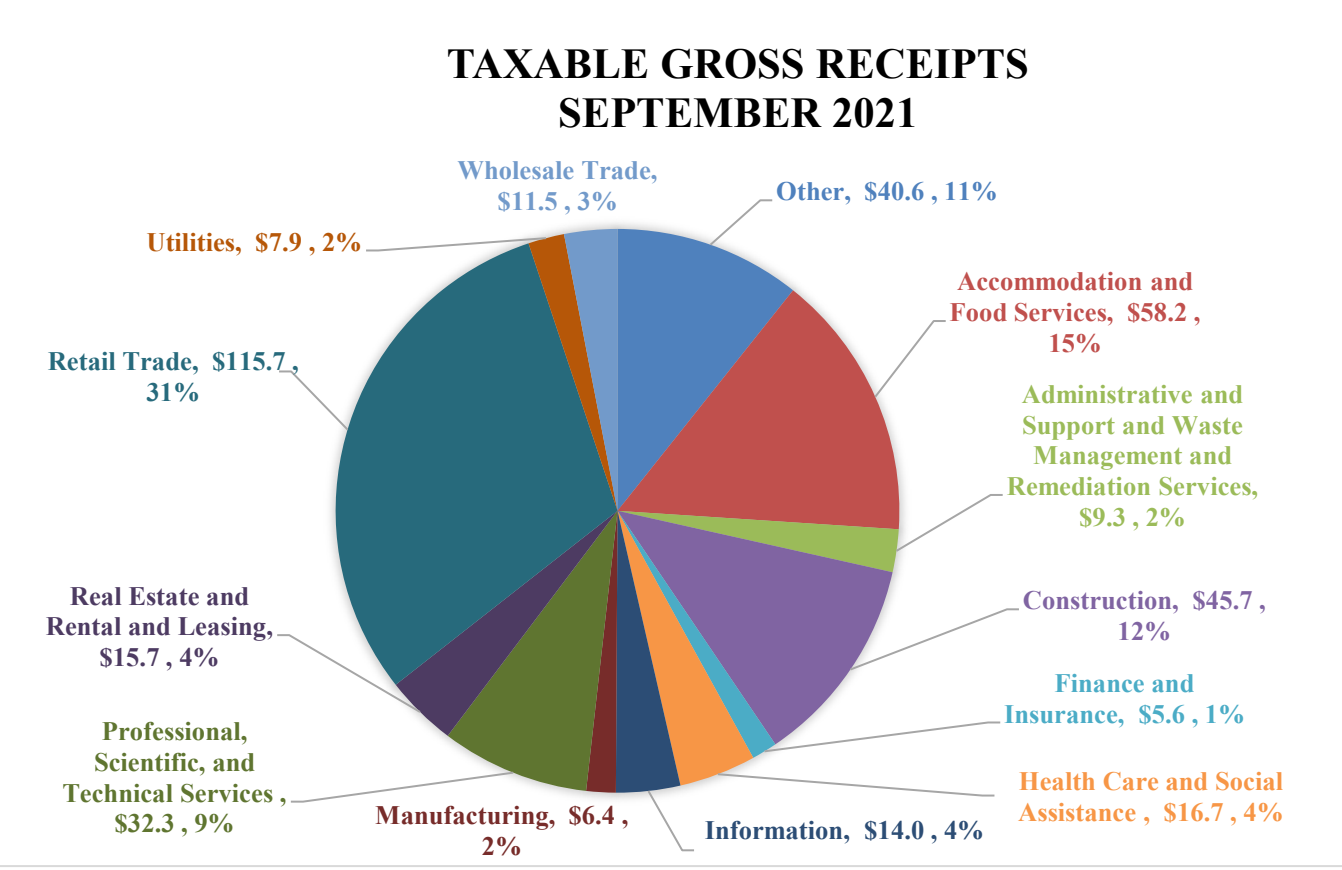
II. REVENUE UPDATE

Gross Receipts Tax

The following provides a brief summary of the Gross Receipts Tax (GRT) for the City of Santa Fe. The New Mexico Taxation and Revenue Department (TRD) reports the monthly tax receipts collection activity data. As part of the City's efforts to increase transparency and regular reporting on the City's finances, City staff provides the written memos monthly about Santa Fe's taxable gross receipts and the gross receipts revenue distributions. Due to the two month delay, the City received the Gross Receipts Tax (GRT) generated in September 2021 from the Taxation and Revenue Department in November 2021.

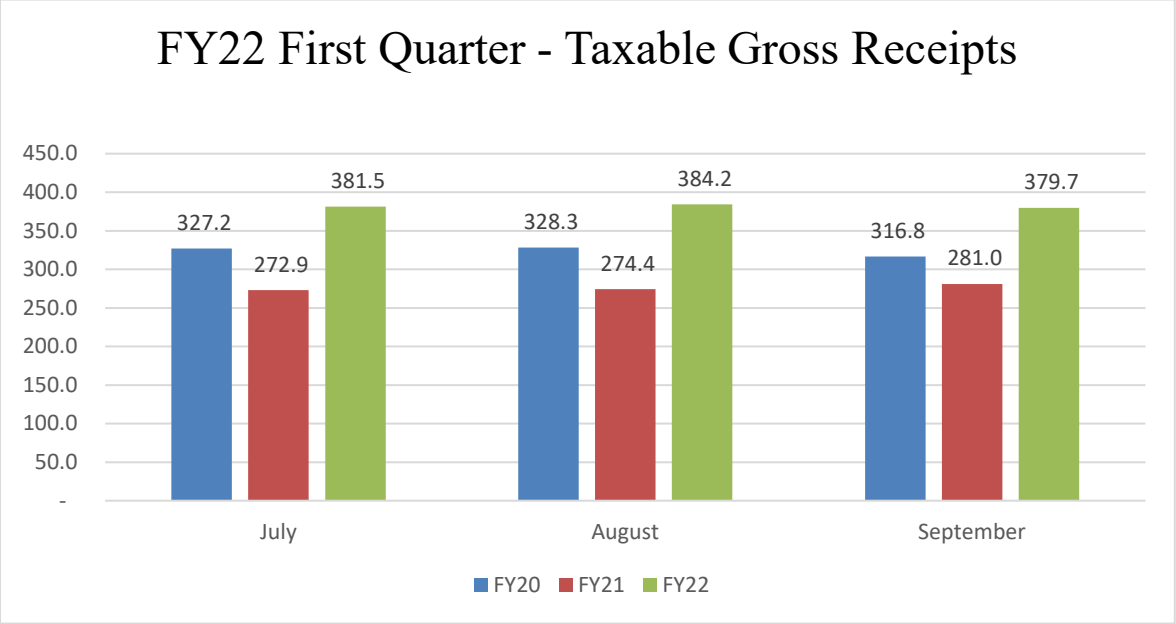
Taxable gross receipts for the first quarter totaled $1.15 billion, up 38 percent, or $317 million, from $828 million earned in the first quarter of FY21 (July – September 2020). Taxable gross receipts also exceeded the pre-pandemic levels of $972.3 million during the first quarter of FY20 (July – September 2019) by 18 percent, or $173.1 million. Gross receipts received in the first quarter of FY22 were particularly strong in Accommodation and Food services, returning to its historic weight of 15 percent of total taxable gross receipts. Retail sales have also been particularly strong, coming in over $100 million a month for the first quarter.

Exhibit 5



(Source: NM Taxation & Revenue Dept.)

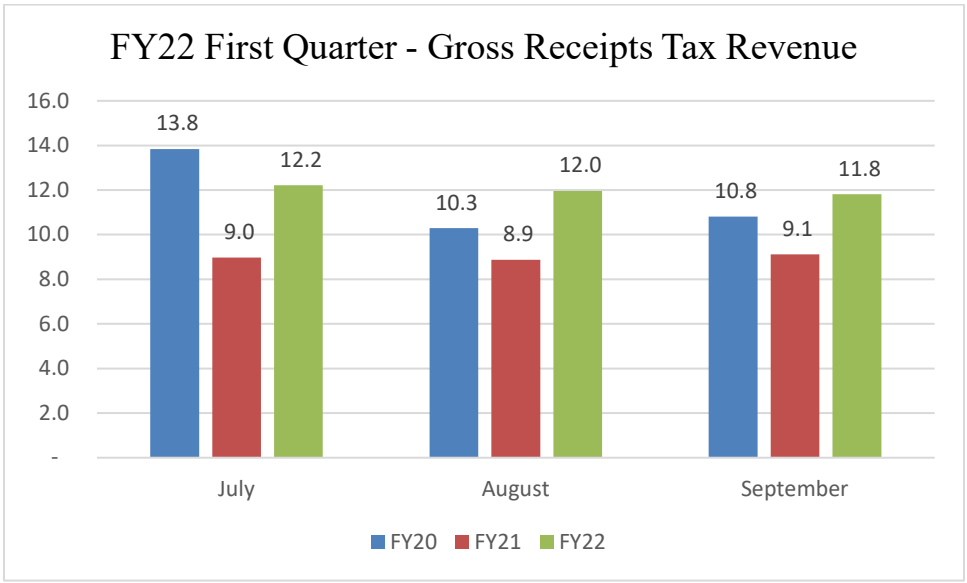
Exhibit 6



(Source: NM Taxation & Revenue Dept.)

The data below represents the economic activity in July, August and September 2021, for which the distribution is made to the City by the New Mexico Tax and Revenue Department in September, October and November 2021. Distributions to the City for the first quarter totaled $36 million, not including the $2.7 million tax settlement with NM TRD. The total first quarter distribution for FY22 was 33 percent greater than the FY21 distribution of $27.0 million.

Exhibit 7



(Source: NM Taxation & Revenue Dept.)

It should be noted that in July 2019 the City received $3.7 million in a one-time payment from TRD due to a filing error by a class of taxpayers. So far this year, the City has received $36 million, or 33 percent, of a total GRT budget of $108.9 million, with nine months currently left in the fiscal year.

Property Tax

Property Tax consists of real property, tangible movable business property, mobile homes and agricultural properties located in the City of Santa Fe. Changes in property valuation may occur when ownership transitions to a new owner, improvements to the property occur, damage due to disaster or calamity occurs, or the property is reassessed.

As the table below illustrates, the principal disbursements of Property Tax receipts from the County to the City occur in December and January, and the secondary disbursements occur in May and June. During the pandemic collections, property tax collections decreased by 3 percent, or $324 thousand. In FY22 collections for Property Tax revenue for the first quarter total $175 thousand.

Exhibit 8

City of Santa Fe - Property Tax Revenue						
	FY 17	**FY 18**	**FY 19**	**FY 20**	**FY21**	**FY22**
July	172,569	158,252	212,697	161,529	-	109,539
August	63,996	79,868	81,281	110,346	89,304	39,363
September	42,455	44,247	42,774	34,766	28,086	25,985
October	30,150	28,885	17,268	17,654	67,877	
November	15,353	19,190	29,698	17,828	18,451	
December	3,302,302	3,320,524	3,954,097	1,740,341	1,708,123	
January	3,510,709	3,686,706	2,614,809	3,459,982	4,139,156	
February	175,880	367,028	216,805	1,661,070	700,858	
March	140,224	170,670	143,742	137,126	171,915	
April	260,779	257,874	227,314	272,546	218,482	
May	1,058,610	1,122,336	1,101,607	1,686,092	746,199	
June	2,370,471	2,240,642	2,193,829	1,544,454	2,630,929	
Totals	**11,143,498**	**11,496,223**	**10,835,922**	**10,843,734**	**10,519,380**	**174,887**

Lodgers' Tax

Lodgers' Tax collections are generated from hotels, motels and short-term rentals within the City of Santa Fe. Lodgers' tax is remitted for revenue generated from lodging at a taxable premise within the City limits. Five percent of the lodgers' tax is an imposed occupancy tax and two percent is a convention center fee, for a total of seven percent of gross taxable rent paid to vendors. The lodgers' tax, guided by State Statute and City ordinance, provides funding "…for the purpose of advertising, publicizing and promoting facilities, tourist attractions and acquisition, construction and maintenance of tourist attractions and recreational facilities, and for all other legally permissible purposes."

Between FY16 and FY19, Lodgers' tax saw a steady climb, averaging 8 percent growth. FY20 saw a decline of 14.2 percent, or $1.7 million, with FY21 revenue declining an additional 27 percent, or $2.9 million. Over the last few years the New Mexico Legislature has amended the State Lodgers Tax code and the City amended its code in April 2021. Primary changes to the State Statutes addressed two exemptions: the three-room rule and the exemption for non-permanent residence rentals greater than 30 days were both eliminated.

As the economy is recovering, the City is benefiting from gains in lodgers' tax revenue as well. The large collection in June 2021 is the result of many lodgers' tax payers catching up with past due payments. The City has selected a potential candidate for the Lodgers' Tax Administrator and Finance Department staff expect to have this position on board before by January 2022. In FY22 collections for Lodgers' Tax revenue for the first quarter total $3.3 million.

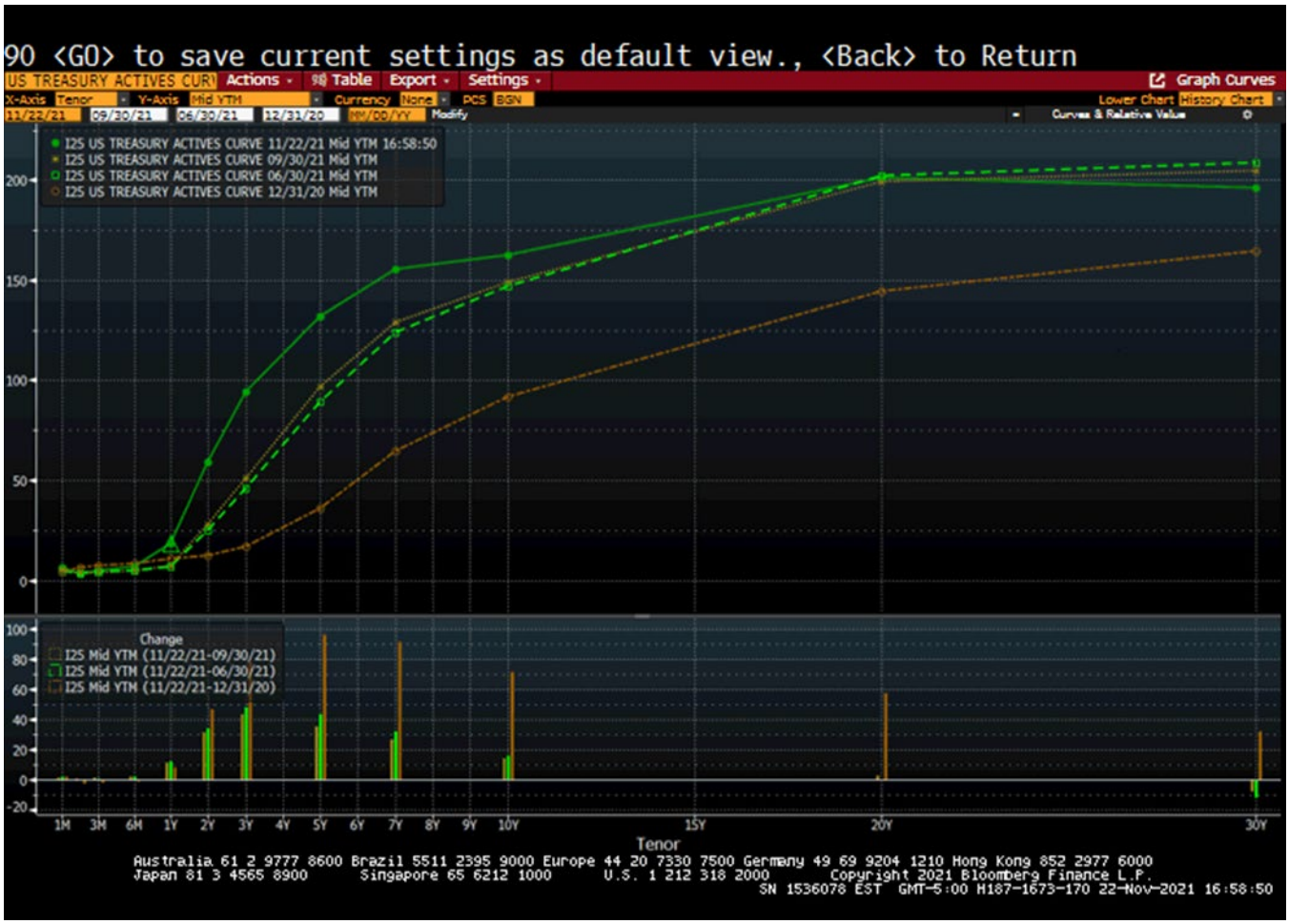
Exhibit 9

City of Santa Fe - Lodgers Tax Revenue						
	FY 17	**FY 18**	**FY 19**	**FY 20**	**FY21**	**FY22**
July	941,920.00	1,078,010	1,048,015	1,240,740	23,931	37,619
August	1,227,105.44	1,272,253	1,400,668	1,468,833	391,580	1,522,137
September	1,368,371.50	1,040,098	1,189,742	1,589,619	407,336	1,712,716
October	1,140,638.23	1,163,774	1,675,466	1,302,014	403,827	
November	1,168,681.30	1,433,342	1,224,889	1,336,926	492,280	
December	666,376.07	681,448	584,388	814,187	363,491	
January	750,601.19	592,630	1,185,232	1,071,043	271,213	
February	237,906.02	199,416	592,367	615,993	191,006	
March	726,119.03	1,105,901	692,646	461,249	378,936	
April	867,925.31	998,849	980,496	273,786	784,365	
May	718,793.06	822,564	858,851	160,471	778,087	
June	995,027.04	1,085,668	827,742	187,915	3,191,660	
Total	**10,809,464**	**11,473,953**	**12,260,501**	**10,522,776**	**7,677,712**	**3,272,471**

III. INVESTMENT PORTFOLIO UPDATE

Interest rates remained near zero for the first quarter of FY22 and expectations are that rates will remain near zero for the remainder of 2021, with a couple of potential rate hikes in late 2022. Inflation, regardless of the measure, is above the Federal Reserve's stated target rate of two percent, but the Federal Open Market Committee (FOMC) is unlikely to take any action in the short term. The Consumer price for the month of October increased 6.2 percent over the previous year, surprising both the Federal Reserve and market. Even with the surprising increases in prices, the FOMC is still betting that this inflation is transitory and will eventually fall back to the two percent target. In other Federal Reserve news, President Biden nominated Federal Chair Jerome Powell for a second term and nominated Fed Governor Lael Brainnard to be the Vice Chair, ending months of speculation.

Exhibit 10



The above chart depicts four US Treasury Note yield curves. The brown line shows the curve as of December 31, 2020, and the top curve reflects the curve as of November 22, 2021. The two lines in between show the curves for June 30 and September 30, 2021. Interest rates are rising, especially the ones over which the Federal Reserve does not have total control. While the return from one day to one year is miniscule, the risk of moving out to two or three years with inflation at six percent is significant. Given the investment climate, the entire investment portfolio is in money market funds to avoid market losses, but this strategy does not have an upside to significant revenue generation.

Investment Strategy

With the yield curve as low and flat as it is from overnight to one year, there is no reason to take any interest rate risk. Currently 17 percent of the portfolio is in Prime Money Market Funds, giving the City a small exposure to credit risk. Finance Department staff continue to monitor the investment markets, interest rates and economic activity during this global crisis and will ensure that City funds are prudently invested for safety, liquidity and yield.

Exhibit 11

City of Santa Fe						
Portfolio Holdings Report						
as of September 30, 2021						
Issuer	**Par Value**	**Market Value**	**Book Value**	**Coupon**	**YTM**	**Maturity Date**
Guadalupe CU	263,379	263,379	263,379	1.00%	1.00%	8/1/2022
SECU Library	272,110	272,110	272,110	0.75%	0.75%	4/25/2022
SECU City	260,951	260,951	260,951	0.75%	0.75%	7/21/2022
Total CDs	**796,440**	**796,440**	**796,440**		**0.83%**	
Investment Trust						
Blackrock Prime Inst #24	25,365,577	25,366,945	25,365,577		0.07%	
JP Morgan Prime MM Fund #3605	22,338,217	22,341,884	22,338,217		0.05%	
Wells Fargo Bank MM	169,055,177	169,055,177	169,055,177		0.03%	
NM LGIP	40,007,167	40,007,167	40,007,167		0.06%	
	256,766,138	**256,771,172**	**256,766,138**			
Restricted Cash						
Wells Fargo Bank Restricted	4,831,051	4,831,991	4,831,051		0.03%	
BDD Settlement						
Wells Fargo Bank MM	36,001,252	36,001,252	36,001,252		0.03%	
Total Portfolio	**298,394,881**	**298,400,855**	**298,394,881**		**0.04%**	

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		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

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

FINANCE COMMITTEE ACTION:
Postponed til 11/29 FCM

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

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 Hibner, City Prosecutor: kjhibner@santafenm.gov)

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 Committee:	10/20/21
Finance Committee:	11/01/21
Finance Committee:	11/29/21
Governing Body (Request to Publish):	12/8/21
Governing Body (Public Hearing): 1/13/21	

FINANCE COMMITTEE ACTION:
Postpone indefinitely

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

Date: November 24, 2021

To: The Governing Body

From: Kyra Ochoa, Director of Community Health and Safety Kyra Ochoa
Kyra Ochoa (Nov 24, 2021 13:42 MST)

RE: Extension of Term for Community Health and Safety Task Force

---

EXECUTIVE SUMMARY:

A resolution updating the terms of 2021-17, to extend the duration 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 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 six-month term of task force for an additional six months 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 for an additional calendar year is based on the task force's need to conduct, analyze, and make recommendations following an extensive community outreach process.

University of New Mexico's Center for Social Policy is available to conduct the research and community engagement needed to fulfill the Task Force's mission and these services can be procured via UNM's exemption. The scope is to support the Task Force's overall research goals of capturing the attitudes and preferences of Santa Fe residents regarding public health and safety, with an eye toward ensuring that the voices of all residents are included in the research process. UNM's Center for Social Policy has conducted similar projects in New Mexico. Depending on available budget and the direction of the Task Force, the project could include the following elements:

<u>City-Wide Survey</u>

This would be a city-wide survey focused on targeted outreach to the populations of interest with the following specifications.

- A mix of a random sample of residents conducted by BSP Research, a nationally recognized survey firm with depth of experience conducting similar surveys in New Mexico.

  Projected Budget $25,000

- Adding an open-access link to be distributed by community partners to specific segments of the community to help add hard to reach communities into the overall survey sample is suggested. It is hard to estimate how many completed interviews would be generated through this approach, so this budget number is less firm. We would provide a $10 incentive to each participant which drives this aspect of the budget.
  Projected Budget for n=200 completes $10,000

  Total Survey Cost $35,000

Focus Groups and Personal Interviews

This aspect of the research design would fill in any gaps with hard to reach communities not filled adequately in the survey, potentially including people of color, residents who are on probation/parole, immigrants, and other respondents. These would all be facilitated by professional moderators with a mix of online and potentially in-person sessions, depending on where we are with COVID-19. The budget below is based on approximately 8 focus groups and 20 individual interviews. There would be a large incentive for participants given the more lengthy time commitment asked of participants.

Total Focus Group / Interview Cost $40,000

Facilitated Community Forum

This aspect of the design would focus on holding a large community convening that would bring together community members from across the city. This would ideally be hosted by the City of Santa Fe and CHS Task Force, with UNM leadership team providing an overview of the goals of the project and members of the team presenting results from the survey to motivate break-out sessions with members of the community moderated by their team.

Projected Budget - $10,000 (inclusive of food costs for participants)

Photo-Voice / Qualitative Diaries With Youth

This aspect of the overall design is intended to include young adults/teenagers in the research process, and would ideally include leaders from this age group who may be interns or who are connected to the City through other channels. The UNM team would train these young leaders in data collection prior to beginning data collection.

Projected Budget $15,000 (inclusive of incentives and equipment needed for photo-voice)

Total Direct Costs $100,000

(This is inclusive of all staffing/fringe costs, equipment the UNM team may need to purchase, and incentives for participants)

Indirect Costs - $20,000
(This is an estimate based on similar UNM projects)

Total Projected Budget for Community Engagement $120,000

In addition to the Research and Community Engagement from UNM, additional facilitation and project management services, more research and analysis, and communications to the GB, and these would need to be procured separately from the Community Engagement.

Project Management:

The project management would include the following activities:

- Leadership and communications, tracking progress and managing deadlines and deliverables.
- Implement a strategic framework to support the Task Force in achieving goals. Framework will include a set of distinct high-level stages required to transform key priorities/goals into reality in an orderly and efficient manner.
- Work with the Task Force on planning and execution.
- Administer finalizing agenda and other documentation for City staff to upload to PrimeGov.
- Provide presentations logistics for educational and public awareness.
- Record keeping of agenda, meeting summaries, action steps, documentation, reports and research.

Research and Analysis:

- Research and analysis for best practices and methodologies.
- Research, analysis and distillation of data and findings for the Task Force to make data-informed and data-driven decisions and recommendations.
- Compile reporting and data findings from working groups for quarterly reporting and presentation to the Governing Body.

Report to Governing Body:

- Produce and deliver one interim written report and presentation, and a final report and presentation detailing the approach, summary of work, recommendations, and other relevant information.

The estimated cost of project these additional services for 12 months is $85,000

In summary, in order to fulfill the purpose of the Task Force, an additional 12 months duration is requested, for a total projected cost of $205,000.

ACTION REQUESTED:

Approve the passage of a resolution extending the duration of the Community Health and Safety Task Force through the end of calendar year 2022.

ATTACHMENTS:

FIR
Resolution 2020-29
Resolution 2021-17

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
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Time Extension

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 3, line 2 ***strike*** "periodic" and ***insert*** in lieu thereof "quarterly status"

2. On page 4, lines 5-6 ***strike*** "the Open Meetings Act or"

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Time Extension

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 4, line 17 after the period ***insert*** the following new sentences: "Focus groups may be held without following the Open Meetings Act. The focus groups will enable selected task force members to engage with members of the community in a space that feels safe and where selected Task Force members and community members can be transparent and open about their experiences, expertise, and observations."

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

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.

_____

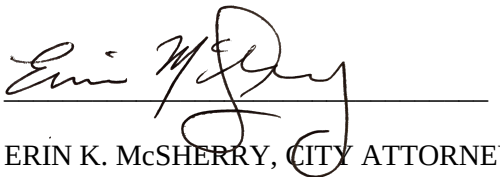
ALAN WEBBER, MAYOR

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): Updating The Terms Of Resolution 2021-17 To Extend The Duration Of The Community Health And Safety Task Force Through The End Of Calendar Year 2022

Sponsor(s): Councilor Chris Rivera, Councilor Renee Villarreal

Reviewing Department(s): _____

Staff Completing FIR: Kyra Ochoa, Community Health and Safety Director Date: 11/22/21
Phone: 955-6603

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

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:

The extension of the timeline in itself has no fiscal impact, but will also require one year of facilitation, project management, research and development at a projected cost of $85,000 and a contract for community engagement contract with UNM for a one-time cost of $120,000. Finally, a staff liaison is needed, for an average of 5 hours per week, at a level of Project Administrator or higher. The total fiscal impact is, less staff time, is $205,000

Departments Affected:

Community Health and Safety, City Attorney

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 fulfilled.

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 six months.

Performance and Administrative Implications:

Staff will need to identify additional revenue and process contract(s) for facilitation services. A staff liaison will need to be identified.

Fiscal Implications:

$205,000 for one year of facilitation and community engagement.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE _1_	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	$ 205,000	$	$		NR		
Operating	$	$	$				$
Total:	$ 205,000	$	$				$ 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 completed in June of 2021. The current contract for facilitation is in the amount of $10,000. This contract expires in March of 2022. Additional facilitation is needed, and the funding source for an additional $85,000 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 from the General Fund for community engagement with UNM and an additional $80,000 will need to be identified for that purpose.

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 $205,000 in expenditures has not yet been fully identified.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

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	

FINANCE COMMITTEE ACTION:
Move forward with No Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 11/03/2021
ISSUE NO. 6c 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilwomen Cassutt for discussion. Approved to forward to 11/10/2021 Governing Body
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 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

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. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Quality of Life Committee: 11/03/21
Governing Body: 11/10/21
Finance Committee: 11/29/2021
Quality of Life: 12/01/2021
Governing Body: 12/08/2021

FINANCE COMMITTEE ACTION:
Approved on discussion to extend term

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
amendments for language changes on pages 3-4

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

City of Santa Fe, New Mexico
Memorandum

Date: November 10, 2021

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

From: Jesse Guillen, Legislative Liaison

Via: Erin K. McSherry, City Attorney EM

RE: Public Education Staffing Crisis Resolution

EXECUTIVE SUMMARY:

The proposed Resolution supports efforts by State and local educators to alleviate the public education staffing crisis by increasing pay and providing housing that is affordable to educators.

BACKGROUND:

New Mexico is facing a large number of teacher vacancies, estimated at over 1000 vacancies out of 21,000-22,000 teachers. While New Mexico has increased teacher salaries in recent years, those salaries trail behind those offered in neighboring states such as Colorado and Texas. New Mexico also sees teachers leaving the profession at a much higher rate than the national average, creating institutional knowledge drain and resulting in a lower average experience level. The Resolution supports additional increases in teacher pay as well as efforts to provide housing that is affordable to teachers so that they may afford to live in the city in which they teach.

ACTION REQUESTED:

Approve the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

FIR No. 10356

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Public Education Staff Crisis

Sponsor(s): Councilor Lindell and Councilor Cassutt

Reviewing Department(s): City Attorney's Office/Legislative Services

Staff Completing FIR: Jesse Guillen Date: 10/22/21 Phone: 955-6518

Reviewed by City Attorney: Date: Nov 10, 2021

Reviewed by Finance Director: Date: Nov 10, 2021

Summary:
The proposed Resolution supports efforts by State and local educators to alleviate the public education staff crisis throughout the state. SFPS sees insufficient salary levels is seen as a major impediment to attracting qualified educators to New Mexico. Additionally, the Resolution supports efforts by the City of Santa Fe and Santa Fe County to provide housing affordable to the educators, allowing them to live in the city in which they teach.

Departments Affected:
N/A. This Resolution supports legislation at the State level.

Consequences of Not Enacting Legislation:
The Governing Body will not support efforts to alleviate the public education staffing crisis.

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

Performance and Administrative Implications:
The Resolution directs the City Clerk to send copies of the Resolution to the New Mexico Governor, Santa Fe Legislative Delegation, Santa Fe County Board of County Commissioners, the Santa Fe School Board, and the Santa Fe Housing Action Coalition.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Jamie Cassutt

A RESOLUTION

SUPPORTING EFFORTS BY STATE AND LOCAL EDUCATORS TO ALLEVIATE THE STAFFING CRISIS IN PUBLIC EDUCATION THROUGHOUT THE STATE.

WHEREAS, a report by Southwest Outreach Academic Research Evaluation and Policy Center ("SOAR") titled "Difficult to Staff K-12 Teacher Positions in New Mexico" (the "Report"), presented to the Legislative Finance Committee ("LFC") hearing in September, 2021, found teacher vacancies in New Mexico's public, K-12 schools have increased from 644 in 2019 to 1,048 in 2021; and

WHEREAS, the Report found high teacher vacancies are occurring in elementary (279), special education (291), math (84), science (77) and English Language Arts (56); and

WHEREAS, the Report also found that health/PE, music, social studies, and Spanish are also subjects with high teacher vacancies; and

WHEREAS, in addition, the Report found high vacancies are also being experienced in districts with high Native American populations; and

WHEREAS, vacancies for educational assistants grew from 258 in 2019 to 456 in 2021,

counselor vacancies increased from 37 to 59, and speech language pathologist vacancies grew from 42 to 52 in the same period according to the Report; and

WHEREAS, Dr. Rachel Boren, director of SOAR, called New Mexico's teacher vacancies a "staggering number" in a hearing before LFC, as reported in a September 21, 2021, article in the Albuquerque Journal, which noted that New Mexico has between 21,000 and 22,000 teachers; and

WHEREAS, as reported in an Albuquerque Journal article, Danny Espinoza, a research and policy associate at the Learning Policy Institute, told the LFC, "Teachers, for example, appear to get better over the course of their careers...making retention an important strategy for helping students. But New Mexico teachers leave the profession at a much higher rate than the national average"; and

WHEREAS, the Albuquerque Journal reported that Mr. Espinoza told lawmakers that "teacher qualifications and experience are an important predictor of student achievement"; and

WHEREAS, the newspaper further reported that Mr. Espinoza said "the state has jumped up the national rankings in teacher pay in recent years...but it still trails neighboring Colorado and Texas. Average teacher salaries in New Mexico range from about $43,000 to $61,000"; and

WHEREAS, in a policy brief in June 2021 titled "New Mexico's K-12 Schools: Funding the Education System Our Students Deserve", New Mexico VOICES for Children ("NM Voices") reported "New Mexico teachers earn a weekly wage that is almost 30 percent lower than what other comparable college-educated workers earn"; and

WHEREAS, the NM Voices policy brief recommends a continued increase in State investment in students, schools and teachers, with particular focus on investments designed to promote tribal, bilingual, and multicultural education, as well as pathways for teachers and school staff who reflect New Mexico's student population; and

WHEREAS, in an August 6th, 2021, letter to legislative leaders, Santa Fe Public Schools ("SFPS") Superintendent Hilario "Larry" Chavez said, "I urge you to please keep education

funding and employee raises intact. We must continue our forward momentum in providing competitive salaries for school employees".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests that the following steps are taken:

1. The New Mexico Legislature dramatically increase educators' salaries. Current levels are significantly lower than they should be, especially when considering the education and licensure requirements for the profession, its value and importance to society, the high cost of living including housing, and the accelerating need to attract qualified individuals to the profession.

2. The City Manager shall partner with the County Manager and make active efforts to aggressively invest in and remedy the urgent need for housing that educators can afford.

3. The Santa Fe Public School Board, NEA-Santa Fe, Santa Fe Public Schools ("SFPS"), and community housing partners including the Santa Fe Housing Action Coalition form a task force to develop and recommend creative solutions to address affordable housing for SFPS employees in the short-, medium-, and long-term.

4. The Superintendent investigate providing and improving child care options for SFPS staff, volunteers, and community supporters and other needs identified by staff members and other needs that staff members identified in partnership with NEA-Santa Fe.

5. SFPS invest in staffing and system upgrades for its Human Resources Department to expedite employment applications.

BE IT FURTHER RESOLVED that the Governing Body supports efforts to improve working conditions and salaries for public school employees.

BE IT FURTHER RESOLVED that the City Clerk is directed to send this Resolution to the Governor of New Mexico, the Santa Fe Legislative Delegation, Santa Fe County Board of County Commissioners, the Santa Fe Public School Board, and the Santa Fe Housing Action Coalition.

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

_____

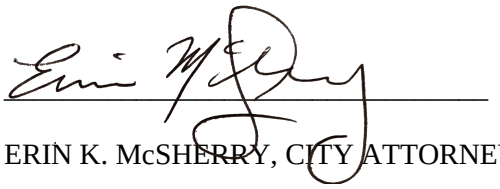
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Public Education Staffing Crisis

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, Councilor Vigil Coppler, and Councilor Romero-Wirth) A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	11/27/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved in consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

Date: November 26, 2021

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

Via: Erin K. McSherry, City Attorney
Kristine Mihelcic, City Clerk

From: Jesse Guillen, Legislative Liaison

RE: Adoption of New Governing Body Procedural Rules

EXECUTIVE SUMMARY:

The proposed Resolution adopts a new version of the Governing Body Procedural Rules. The new rules make multiple changes to the rules including providing an additional opportunity to receive public comment, reorders and reorganizes certain sections, and provides greater clarity and guidance to the Governing Body.

BACKGROUND:

The new Procedural Rules establish new sections and amend existing sections. Staff researched procedural rules from many different jurisdictions and shared the findings with the sponsors. Based on discussions between staff and the sponsors using the research as well as experience using the existing rules, a new version of the rules was drafted. The proposed rules address the vagueness, lack of public input, and other shortcomings of the existing rules.

The new Procedural Rules include the following new sections and subsections:

- Mayor Pro-Tempore
- The Parliamentarian
- The Legislative Process
- Decorum

The new Procedural Rules include the following existing sections and:

- Purpose
- The Mayor and Presiding Officer
- Meeting Types
- Meeting Agenda
- Consent Agenda
- Posting of Agenda and Supporting Materials
- Order of Business
- Further Rules for Certain Orders of Business

  - Petitions From the Floor
  - Executive Session
  - Public Hearings
  - Public Participation in Public Hearings
- Governing Body Rules for Speaking
- Recusal From the Meeting
- The Main Motion and Debate
- Voting
- Suspension and Amendment of These Rules

The overarching goals in the creation of the proposed new rules are the following:

1. Provide an additional and earlier opportunity for public input on proposed bills
2. Provide clarity for Governing Body members on certain processes and rules, including proper motions, rules for debate, etc.
3. Create a set legislative process for drafting, introducing, and hearing legislation at committee and the Governing Body
4. Reorganize certain sections of the Rules that are in places that either don't make sense or are situated in an unrelated section of the Rules.

ACTION REQUESTED:

Approve the Resolution and associated Governing Body Procedural Rules as presented

ATTACHMENTS:

Resolution
Proposed Governing Body Procedural Rules
Proposed Governing Body Procedural Rules with Changes Noted
Current Governing Body Procedural Rules
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Roman "Tiger" Abeyta

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A RESOLUTION

ADOPTING A NEW VERSION OF THE GOVERNING BODY PROCEDURAL RULES.

WHEREAS, the Governing Body operates pursuant to the City's Charter, laws, and according to procedural rules it re- adopted by Resolution in 2016; and

WHEREAS, except as stated in the procedural rules, all matters of the Governing Body's procedures are governed by the most current edition of *Robert's Rules of Order*; and

WHEREAS, the procedural rules were originally adopted in 2004 and they have been amended and re-adopted six times since that date; and

WHEREAS, the Governing Body has determined that there is a significant need to improve opportunity for public participation, better describe the process for introducing and reviewing legislation, clarify ambiguity, and remove rules that are no longer relevant; and

WHEREAS, to address the identified needs, the Governing Body proposes establishing certain new rules, clarifying existing rules, and generally providing a more understandable way of conducting official business in public meetings; and

WHEREAS, the Governing Body's procedural rules should provide a framework that

provides transparency to the public about the Governing Body's method of conducting regular business; and

WHEREAS, staff conducted significant research regarding the procedural rules of other jurisdictions' governing bodies to inform the proposed procedural rules, attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that a new version of the Governing Body's Procedural Rules, attached as Exhibit A, are hereby adopted.

BE IT FURTHER RESOLVED that that previous versions of the Governing Body Procedural Rules are hereby replaced and no longer applicable to questions of procedure.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

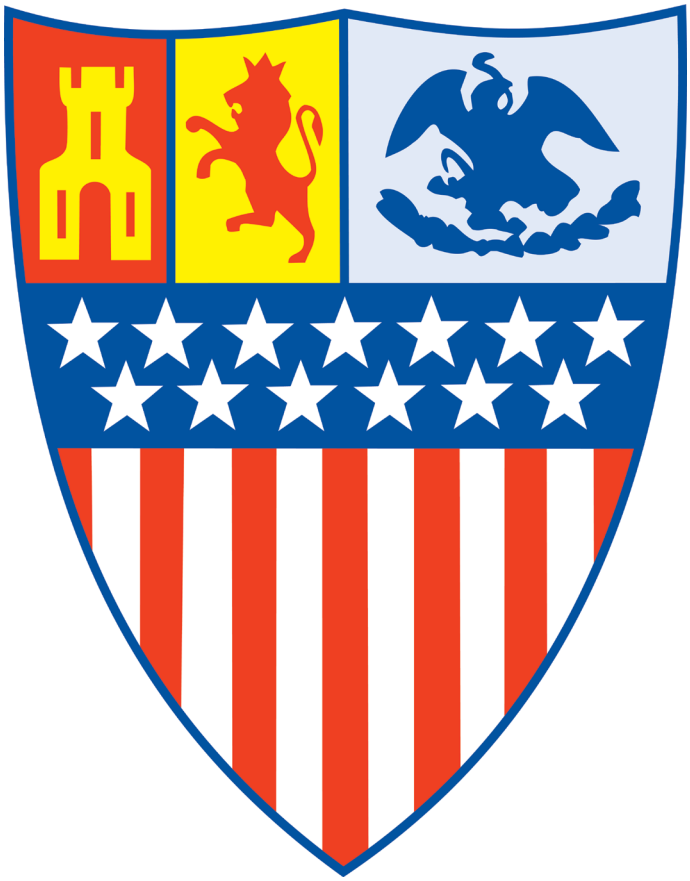
APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Adoption of New Governing Body Procedural Rules

PROPOSED GOVERNING BODY PROCEDURAL RULES



GOVERNING BODY PROCEDURAL RULES

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I. Purpose

These procedural rules ("Rules") are intended for use by the Governing Body of the City of Santa Fe ("Governing Body") to guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent of the Governing Body. These rules are not intended to limit public participation or council debate, but to enable the effective functioning of the Governing Body.

II. Definitions

Bill means a proposed law presented to the Governing Body for approval and adoption.
City means the City of Santa Fe, New Mexico.
City Council means the Councilors as a group, exclusive of the mayor.
City Council Standing Committee means a standing committee comprised entirely of Governing Body members.
Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
Legislation means a bill or resolution.
Mayor Pro-Tempore means the Councilor selected to act as Mayor in the absence of the Mayor.
Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
Open Meetings Act ("OMA") means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
Ordinance means a law that has been approved and adopted by the Governing Body.
Packet Material means the minimum documents necessary for Governing Body to take action on the relevant item.
Parliamentarian means the Councilor selected by the Mayor to serve as the expert in the rules and procedures of the Governing Body.
Presiding Officer means the Mayor or, in the absence of the Mayor, the Mayor Pro-Tempore, or the person designated pursuant to these rules.
Resolution means a formal expression of the Governing Body's opinion, will, or intent.
Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. The Governing Body

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as City Councilors and comprise the City Council. The Mayor and the City Council together are the Governing Body of the City. (SFCC 1987, § 2-1.1)

A. The Mayor and Presiding Officer

1. The Mayor, or in the Mayor's absence, the Mayor Pro-tempore, is the Presiding Officer at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tempore, the Mayor shall designate a Presiding Officer from City Councilors present at the meeting.

2. The Presiding Officer is responsible for conducting meetings in an orderly, democratic fashion. The Presiding Officer must ensure that the majority prevails, that minority rights are protected, and that courtesy, fairness, justice, and impartiality are guaranteed to all present.

3. The Mayor has a vote on all matters that come before the Governing Body. (Santa Fe Municipal Charter, § 5.01(B))

B. The City Council

1. Members of the City Council shall observe order, civility, and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Presiding Officer and only after recognition by the Presiding Officer.

C. The Mayor Pro-Tempore

At the first meeting of the Governing Body in even-numbered years, the mayor shall appoint, subject to the approval of the city council, a councilor to serve as mayor pro-tempore until the next regular city election. The mayor pro-tempore shall perform the duties of the mayor in the absence or temporary incapacity of the mayor. (Santa Fe Municipal Charter, § 5.04)

D. The Parliamentarian

1. The Mayor shall select one councilor who shall be the parliamentarian for the Governing Body.

2. Upon appointment, the parliamentarian shall receive appropriate training in parliamentary procedure. The parliamentarian and the city attorney shall provide an overview of parliamentary procedure to the Governing Body on an annual basis. (SFCC 1987, § 2-1.11)

IV. The Legislative Process

Legislation proposed for consideration of the Governing Body shall follow the Legislative Process outlined in this section, in the order presented, unless the matter constitutes a matter of necessity or an emergency as described in these Rules.

A. Introduction

1. Members of the Governing Body shall introduce legislation at regular meetings of the Governing Body during "Introduction of Legislation". If the legislation is one of uncommon circumstances or an emergency pursuant to Section V(C)(1)(d)(i) or (ii), the sponsor may introduced the legislation at a regular meeting of a City Council Standing Committee.

2. The primary sponsor may take up to 3 minutes to introduce or offer explanation of the legislation the primary sponsor is introducing. Any co-sponsors may take up to 1 minute to explain their support of the legislation. Any additional Governing Body members wishing to cosponsor the legislation may do so at this time. No questions, discussion, or debate of the legislation shall occur during the introduction of the legislation.

3. In order to be introduced, legislation must be fully drafted and included in the packet posted with the Governing Body's agenda, unless the matter constitutes a matter of necessity or emergency in accordance with these rules. Fully drafted legislation includes all of the following elements:

   a. The legislation's title/caption;

   b. A complete draft of the proposed wording or language; and

   c. The City Attorney's signature as to form.

4. At the time of introduction, the sponsor(s), in coordination with legislative staff, shall refer legislation to the appropriate Standing Committees and/or City Council Standing Committees based on subject matter of the legislation. A member of the Governing Body may challenge the schedule proposed at introduction. Such challenge of the proposed schedule, and proposed alternative referrals, are subject to a vote by the entire Governing Body at the time of introduction.

5. Governing Body members may add themselves as co-sponsors of legislation up until 72 hours prior to the meeting when the relevant legislation is scheduled for adoption. Governing Body members may remove themselves as a co-sponsor at any time before a final vote to adopt legislation.

B. First Public Comment on Bills

1. During the Governing Body meeting following a bill's introduction, and prior to any City Council Committee or advisory committee review, the Governing Body shall schedule the bill for "first public comment."

2. Staff shall provide a presentation not to exceed five (5) minutes in length prior to the public comment.

3. During first public comment, the Governing Body shall not discuss or comment about the bill. Discussion among the Governing Body members regarding bills shall occur during the committee meetings during which the item is scheduled and during the bill's public hearing.

C. City Council Standing Committee Review

1. All legislation shall be considered by a City Council Standing Committee prior to a public hearing.

2. Legislation must be scheduled for, and approved by, at least one City Council Standing Committee prior to inclusion on the Governing Body agenda for discussion or a public hearing, as applicable.

3. Unless the legislation requires action by the Governing Body by a date that necessitates a different committee schedule, items shall be heard before committees in the following order:

   a. Any relevant Standing or Special Committees.

   b. The Quality of Life Committee and/or the Public Works and Utilities Committee.

   c. The Finance Committee. The Finance Committee must review all legislation with a fiscal impact.

4. Legislation considered by City Council Standing Committees must take one of the following paths:

   a. *Approve.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body;

   b. *Approve as Amended*. With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body, to be considered with any amendments adopted by the prior City Council Standing Committee;

c. *Deny.* With a majority, but non-unanimous, vote of denial, the legislation moves to the subsequently scheduled committee or Governing Body.

If a motion to deny is unanimously adopted by all members of a committee, the legislation shall not move forward for further committee or Governing Body consideration.

e. *No recommendation.* The legislation moves to the subsequently scheduled committee or Governing Body without adopting a motion of approval or denial. Any legislation that is moved without recommendation shall be placed on the discussion agenda for the next scheduled committee.

f. *Refer to another committee.*

i. The legislation is referred to another committee that was not initially scheduled; and/or

ii. The legislation is referred to a committee that has already reviewed the legislation, subject to approval of the Chair of the referred committee.

g. *Postpone to a date certain.*

i. Council committees can vote to postpone a vote on an item with a majority vote of the committee. Postponing is permitted for a maximum of one (1) subsequent meeting of that committee, at which time a final vote of approval, denial, move forward without recommendation, or refer to another committee, is required.

ii. If a committee postpones an item until its next meeting, other committees and the Governing Body shall not consider the item until after the subsequently scheduled committee meeting.

7. *Lay on the Table.* A tabling motion is used to delay the discussion of an item until later in the same meeting.

D. Notice of Public Hearings on Bills

The Clerk shall publish notice of the public hearing at Governing Body after a bill receives approval by at least one committee.

E. Amendments

1. Amendments must be written and included in the Governing Body packet before the public hearing.

2. Councilors should endeavor to propose amendments as early as possible in the legislative process, for discussion during Council Committees.

3. If no committees have had the opportunity to discuss an amendment, then the amendment must be presented in writing before discussion.

V. Governing Body Meetings

A. Decorum

1. The members of the Governing Body shall set an example for the conduct of the public's business, showing respect for the Governing Body as an institution, and showing respect to its members, City staff, and to all members of the public. While the Governing Body is in session, the members shall observe civility and public decorum at all times. During committee and Governing Body Meetings, each member of the Governing Body has the following duties:

a. Provide fair and equal treatment for all persons and matters.

b. Learn and study the background and purposes of important items of business before voting.

c. Maintain the confidentiality of confidential information concerning the business of the City and/or information received during any closed session of the Governing Body.

d. Refrain from abusive conduct, personal charges, accusations, or verbal attacks upon the character, motives, ethics, or morals of other members of the Governing Body, staff or public, or other personal comments.

e. Listen courteously and attentively and avoid interrupting other speakers, including other Governing Body members, except as may be permitted by established Procedural Rules.

f. Faithfully attend all sessions of the Governing Body and City Council Committees to which the member is appointed unless unable to do so because of a compelling reason.

g. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation and by being willing to call a point of order when any member who negligently, willfully, or intentionally violates the procedural rules of decorum contained in these Rules.

2. The Presiding Officer has a duty to maintain civility and decorum. The Presiding Officer may call any person to order if they are making personal, intemperate, or slanderous remarks, or by otherwise violating these rules of decorum, by reminding them that such comments are out of order. The Presiding Officer may prohibit any person who is acting improperly from continuing to speak.

3. The Chief of Police, or the Chief's designee, shall serve as Sergeant-at-Arms at all meetings held in person.

B. Meeting Types

1. Regular Meetings

a. Regular meetings are held at City Hall in the Council Chambers, except as provided for in Section 20-1.4 SFCC 1987, on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body.

b. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time, and place of such meeting is specified at the time of postponement. A majority of the whole may choose to suspend this rule pursuant to Section VII., below.

c. Notice of regular meetings shall be electronically posted publicly no later than seventy-two (72) hours prior to the meeting.

d. A quorum of Governing Body members must be present to proceed with a regular meeting of the Governing Body.

2. Special Meetings

a. Special meetings of the Governing Body may be called pursuant to SFCC 1987, Section 2-1.12.

b. Notice of special meetings shall be electronically served by a written notice to each member of the Governing Body and electronically posted publicly no later than seventy-two (72) hours in advance of the meeting.

c. A quorum of Governing Body members must be present to proceed with a special meeting of the Governing Body.

3. Emergency Meetings:

a. Emergency meetings of the Governing Body may be called and noticed pursuant to NMSA 1978, Section 10-15-1(F).

b. A quorum of Governing Body members must be present to proceed with an emergency meeting of the Governing Body.

4. Study Session

a. Governing Body study sessions may be scheduled by the City Manager as needed for discussing issues of public concern. Where possible, a study session is scheduled at least two (2) weeks in advance.

b. Study sessions are held in a workshop format, without public comment or action by the Governing Body.

c. A quorum of the Governing Body is not necessary to proceed with a study session.

C. Meeting Agenda

1. Agenda Preparation

a. The City Manager or the City Manager's designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body. The City Manager may consider reasonable requests from members of the Governing Body for agenda items.

b. The agenda shall include items that require Governing Body action, presentations, and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body.

c. No action item shall be placed on the agenda unless it has been approved by at least one City Council Standing Committee unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Section 5(C)(1)(d)(i) or (ii) of these Rules.

d. An action item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

i. When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

ii. In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the

inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

D. Consent Agenda

1. All items on the consent agenda may be adopted with one motion. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

2. Any member of the Governing Body may request that any item be removed from the consent agenda for discussion or debate and any such request shall be granted automatically. Governing Body members should not remove items from the consent agenda to make inquiries that do not directly relate to the particular matter.

3. The following items, if they have met the substantive or procedural requirements otherwise required by these rules, shall be included in the Consent Agenda:

a. Minutes from previous Governing Body meetings.

b. Unless otherwise excluded in Paragraph 4 below, items approved by all City Council Committees to which they are referred.

c. Routine and/or procedural matters with no fiscal impact such as liquor hearings, finding of facts and conclusion of law, and annual Open Meetings Act resolution.

4. Items that are not appropriate for the consent agenda include:

a. Any matter requiring a public hearing, including bills.

b. Annual budget approval.

c. Quasi-judicial hearings.

d. Personnel issues not related to specific employees, such as the creation of new employment positions or personnel rules.

e. Procedural rules of the Governing Body.

f. Board, committee, and agency appointments.

g. Items that have not received committee approval by one or more City Council Standing Committees to which it has been referred.

7. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

8. Members of the Governing Body are encouraged to seek technical or clarifying information directly from City staff during City Council Standing Committee meetings or through direct communication with staff outside of a Committee meeting. This provides for the best use of, and respect for, the time of the public, staff, and the Governing Body while it is in session.

9. Governing Body members are encouraged to communicate their intent to remove an item from the consent agenda to the City Clerk no later than four (4) hours prior to the commencement of a regular Governing Body meeting. If a Governing Body member does not notify the Clerk of their intent to remove an item from the consent agenda at least four (4) hours prior to the Governing Body meeting, the member may still remove the item from the consent agenda for debate or discussion with the Governing Body, but the staff representative may not be available.

E. Posting of Agenda and Supporting Materials

1. Copies of the complete agenda and packet material shall be available to the Governing Body and the public for study and review the Friday immediately prior to the Governing Body meeting. The City Clerk's Office shall ensure that the Governing Body is notified when additional packet material is added.

2. A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section C (1)(D)(2)(ii) of this Article IV and in compliance with New Mexico Open Meetings Act requirements.

F. Order of Business

1. **Call to Order**. The Presiding Officer shall call the meeting to order promptly at the appointed hour.

2. **Pledge of Allegiance.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

3. **Salute to the New Mexico Flag.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

4. **Invocation and Remembrances.** The City Clerk shall assign members of the City Council to lead the invocation on a rotating basis. After the invocation, the Presiding Officer may make, and shall call upon City Councilors to provide, remembrances.

5. **Roll Call.** The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. **Approval of Agenda.** The City Manager, the Mayor, or a Council member may request amendments to the agenda including deletions, alterations in the order of items, and requests for postponement of items on the agenda. Emergency additions may be made pursuant to Section 5(C)(1)(d)(i).

7. **Approval of Consent Agenda.** Before moving approval of the Consent Agenda, Council members shall alert the Presiding Officer of any items they wish to remove from the consent agenda for discussion. The Governing Body may adopt the items remaining on the consent agenda by adopting a single motion to do so, without discussion.

8. **Presentations.** As scheduled by the City Manager, by staff or outside guests on selected topics. No action may be taken by the Governing Body. The City Clerk, in consultation with the City Manager, shall consider if a presentation is better suited for a City Council Standing Committee.

9. **Action Items: Consent Agenda.** The Governing Body shall consider each item removed from the consent agenda during "Approval of Consent Agenda." A motion and second regarding the disposition of each item is required before deliberations on the item begin.

10. **Action Items: Discussion Agenda.** The Governing Body shall discuss and vote on any item(s) that were not included on the consent agenda pursuant to Section 5(D)(4) above, other than matters that require a public hearing. A motion and second regarding the disposition of each item is required before deliberations on the item begin.

11. **Matters from the City Manager.** Any business or comments from the City Manager.

12. **Matters from the City Attorney.** Any business or comments from the City Attorney, including moving into Executive Session.

13. **Matters from the City Clerk**. Any business or comments from the City Manager including any upcoming public hearings.

14. **Communications from the Governing Body.** Any business or comments from Governing Body members. Governing Body members shall not engage in debate with other members or ask questions of staff. Members may request information from the City Manager, City Attorney, and/or the City Clerk, but discussion of the request during a meeting is not permitted without appropriately noticing it.

15. **Introduction of Legislation.** Governing Body members shall introduce legislation during this section. Additional Governing Body members may add themselves as cosponsors to legislation.

16. **Petitions from the Floor.** Petitions from the Floor shall generally be heard at 7:00p.m., or as soon thereafter as can be reasonably achieved.

17. **Public Comment on Bills.** After the main sponsor of the bill provides a one (1) minute overview of the bill, the public provides comment. There is no debate, discussion, or action taken by the Governing Body.

18. **Final Action on Legislation.** The Governing Body holds a public hearing, debates, and votes on legislation requiring a public hearing except that land use cases that include legislation shall be heard under "Public Hearings."

19. **Public Hearings.** Items such as land use cases, appeals, and anything else that is required to have a public hearing by City Code, state statute, or federal law.

20. **Appointments.** The Governing Body votes on Mayoral appointments.

21. **Adjourn.**

E. Further Rules for Certain Orders of Business

1. **Petitions from the Floor**

a. Each speaker may speak for up to two (2) minutes unless the Presiding Officer determines that other limitations are reasonably necessary to conclude Petitions from the Floor within a reasonable timeframe, in the context of the remaining business before the Governing Body.

b. Members of the public cannot cede their allocated time to another member of the public, but they may make arrangements with the City Clerk to speak in a specific order in order.

c. The Presiding Officer shall disallow comments from the public that are not directed to the members of the Governing Body. Petitions from the Floor do not include questions of the Governing Body, nor of other members of the public. Governing Body members shall not respond to comments from the public during Petitions from the Floor.

2. **Executive Session**

a. Pursuant to NMSA 1978, § 10-15-1, part (H), an executive session may be called for any matters permitted under law. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to place an executive session on the agenda. In addition, any member of the Governing Body may move at any time

to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session.

b. The motion to go into an executive session shall be voted on by roll call.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting and, if accurate, the motion shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda.

e. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The confidentiality of matters discussed during an executive session is held by the Governing Body, not individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law. If a member of the Governing Body wishes to disclose information shared during an executive session, that member shall immediately move that the contents of the discussion in executive session be disclosed. Disclosure requires a vote of a majority of the whole.

f. The clerk shall make available to the public, upon request, a list of executive session attendees.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter permitted under the Open Meetings Act, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public record

immediately thereafter, unless revealing the final action would violate a court order from a court of competent jurisdiction or the law.

3. **Public Hearings**

a. The following provisions are the Rules and Procedure for Public Hearings on Legislation and Certain Appeals[1] (Section 18 and 19 of the Order of Business).

i. The City Clerk shall read the title of the item set for public hearing.

ii. An appropriate staff member may be called upon to present background information.

iii. The Presiding Officer shall ask if there is anyone in the audience who wishes to speak for or against the issue. The City Clerk may organize public speakers pursuant to reasonable and inclusive policies.

iv. The Presiding Officer may set time limits and conditions for speakers before the public hearing begins and shall not change those conditions during the public hearing.

v. Members of the Governing Body may address questions to public speakers.

vi. Members of the public may pose hypothetical questions or use questions to make a point, but the Presiding Officer shall not request or entertain answers from staff or from members of the Governing Body.

vii. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall continue as a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted, that decision shall be noted on any future agenda.

b. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that proceeding shall disclose the substance of the communications on the record at the commencement of the proceeding, and the member shall recuse themselves if they cannot be fair and impartial in hearing the matter.

[1] Land use appeals are governed by Resolution No. 2011-24 or its substitute

c. All comments by Governing Body members shall be made through the Presiding Officer.

4. **Public Participation in Public Hearings**

a. Instructions for participating in public hearings shall be posted on each Governing Body agenda.

b. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Presiding Officer and must state their name and council district and/or street of residence for the record before speaking to the issue. Members of the public cannot cede their allocated time to another member of the public, but arrangements can be made with the City Clerk to speak in a specific order in order to coordinate a message to the Governing Body.

c. All remarks shall be addressed through the Presiding Officer to the Governing Body as a whole and not to any individual members.

d. In proceedings requiring sworn or affirmed testimony, such as appeals, the City Clerk shall swear in or affirm all witnesses, including members of the public.

f. Any violation of these rules could result in removal from the public hearing, at the discretion of the Presiding Officer

VI. Rules of Debate

A. Governing Body Rules for Speaking

1. Members of the Governing Body shall attempt to balance the right of the public to know positions of the elected officials and their rationale for decisions with the need for balanced discussion and timely adjournment of the Governing Body meeting. In order to realize this balance, members shall endeavor to engage in the following behaviors:

a. Articulate questions, opinions, comments, and reasons for votes succinctly;

b. Exercise self-discipline by avoiding repeating the statements of others, being verbose in expressing opinions, or straying off the topic;

c. Allow the Presiding Officer to manage the meeting and to recognize them before speaking;

d. Support the Presiding Officer in enforcing these rules;

e. Permit other members an opportunity to speak once on an issue before speaking a second time on the same issue;

f. avoid personal attacks;

g. Use "I" statements and avoid stating, or attempting to state, the sentiments or motives of others, including, but not limited to, any staff member, any other Governing Body member, or the Governing Body as a whole; and

h. Consider council goals, staff time, and resource availability when making requests for a delay or additional information.

2. Assigning the Floor by the Presiding Officer: A Council member who wishes to speak or debate shall address the Presiding Officer. After being recognized by name and assigned the floor by the Presiding Officer, the Council member may present their issue and confine their comments to that issue.

3. Order of speakers: The Presiding Officer generally recognizes council members in the order in which they request the floor, except that the member who made the motion is entitled to be recognized first. Only one person may have the floor at a time.

4. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

i. For a *Point of Order* whereby another Governing Body member thinks these Rules are being violated.

ii. For a *Request* or *Inquiry* to obtain information that requires an immediate response.

iii. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency. After an interruption, the previously recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §42 (Rules Governing Assignment of the Floor).

5. A member may speak more than once to the same motion only when all councilors desiring to speak have been heard, except to answer questions.

6. The Presiding Officer may, in their sole discretion, temporarily suspend the rules of speaking in order to permit a direct dialogue between council members with respect to an issue or motion.

B. Recusal From the Meeting

A Governing Body member shall recuse themselves from any matter when there is an actual conflict and may recuse if there is the risk of a perceived inability to be objective before the matter is heard. Any Governing Body member with a conflict shall disclose the existence of a conflict prior to the Governing Body's consideration of the item. Any member who has recused themselves shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

C. The Main Motion and Debate

1. The City Clerk shall read the title of the item set for discussion.

a. *Main motion on Agenda Items.* A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. If a motion is long or complicated, a Governing Body member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded.

i. Approve. The motion to approve is to approve the legislation as it has been most recently been amended in committee.
ii. Deny.

b. *Subsidiary Motions on Agenda Items*. The following are common subsidiary motions that may be made after a main motion is on the table:

i. Amend
ii. Postpone to a date certain
iii. Postpone indefinitely
iv. Refer to a City Council Committee
v. Lay on the Table

c. *Second for a motion:* All motions require a second to indicate that more than one Council member is interested in discussing the issue, except that the motion to Lay on the Table is non-debatable. The seconder does not, however, have to favor the motion and may speak and vote against it. If there is no second, the motion dies.

d. *Debate:* The Presiding Officer shall restate the motion on the floor and call for general discussion.

i. When debate is closed by common consent or by a vote, the Presiding Officer shall restate the question and request a roll call or voice

vote. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion.

ii. After confirmation of the vote by the City Clerk, the City Clerk shall declare the result of the vote.

d. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* Council members should give advance notice to the Presiding Officer and the City Clerk whenever substantial discussion is anticipated to an agenda item, so that an appropriate staff response can be prepared.

ii. *Presiding Officer May Intervene.* The Presiding Officer may intervene in council debate in order to solicit a motion when debate seems to be proceeding longer than warranted or when more information or staff work appears warranted to facilitate a council decision.

iii. *No Intentional Surprises.* Council members will make every effort not to surprise each other and staff by bringing up new information at a meeting; they shall give notice to the Presiding Officer and City Clerk of their intention to bring up new information as soon as practical before the meeting.

D. Voting

1. A member of the Governing Body must vote "yes," "no," or "abstain," except in the case of a conflict of interest as defined in SFCC 1987, Section 1-7, in which case the member shall recuse themselves.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Presiding Officer shall in all instances vote last.

3. *Explanation of Vote:* Any member of the Governing Body may make a brief statement after the conclusion of the vote to explain their vote, not to exceed one minute. The member must state they wish to explain their vote at the time of their vote.

4. *Delayed Vote:* A Council Member may pass their turn to vote, in which case the Council Member's name will be called again in rotation and then they must vote "yes," "no," or "abstain."

5. *Quorum Required:* Unless a higher number is required by state or city law, an action of the Governing Body requires a simple majority vote.

6. *Tie Vote:* In cases of a tie vote, the motion fails.

7. *Proxy Vote:* There shall be no proxy or absentee voting. Further, it is improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

8. *Abstention:*

a. If one or more Governing Body members abstain, then the abstentions shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

b. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

c. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

VII. Suspension and Amendment of These Rules

These rules may be temporarily suspended for a single meeting or matter at any time by a two-thirds (2/3) majority vote of the whole number of members of the Governing Body. Amendments to these rules shall be made by resolution.

VIII. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

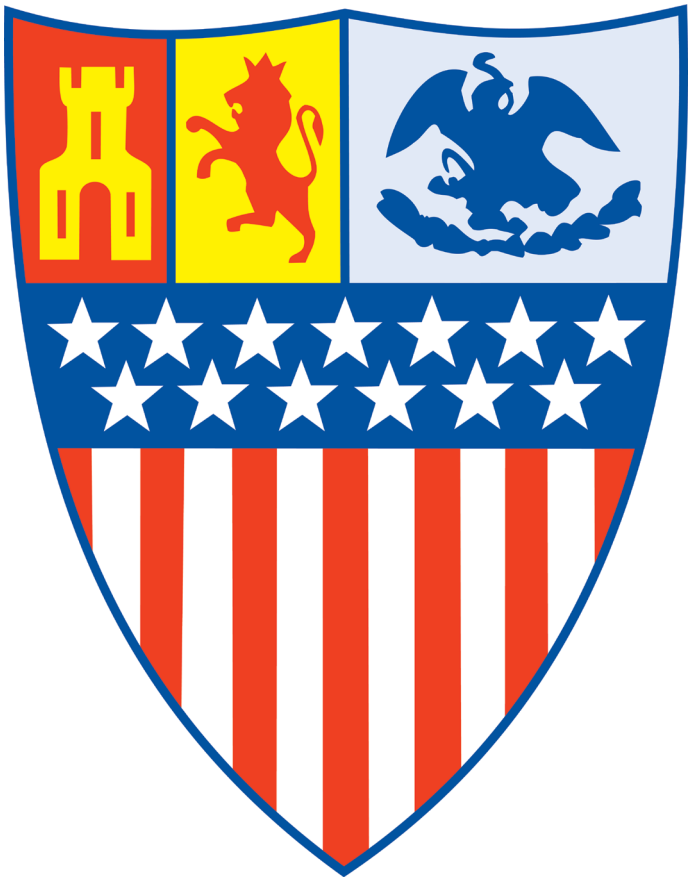
IX. History

Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and

Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016
New Version Adopted by Resolution No. 2021-__ on _____, 2021

PROPOSED GOVERNING BODY PROCEDURAL RULES

WITH CHANGES NOTED



GOVERNING BODY PROCEDURAL RULES

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I. Purpose

Lightly revised

These procedural rules ("Rules") are intended for use by the Governing Body of the City of Santa Fe ("Governing Body") to guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent of the Governing Body. These rules are not intended to limit public participation or council debate, but to enable the effective functioning of the Governing Body.

II. Definitions

New Section

Bill means a proposed law presented to the Governing Body for approval and adoption.
City means the City of Santa Fe, New Mexico.
City Council means the Councilors as a group, exclusive of the mayor.
City Council Standing Committee means a standing committee comprised entirely of Governing Body members.
Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
Legislation means a bill or resolution.
Mayor Pro-Tempore means the Councilor selected to act as Mayor in the absence of the Mayor.
Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
Open Meetings Act ("OMA") means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
Ordinance means a law that has been approved and adopted by the Governing Body.
Packet Material means the minimum documents necessary for Governing Body to take action on the relevant item.
Parliamentarian means the Councilor selected by the Mayor to serve as the expert in the rules and procedures of the Governing Body.
Presiding Officer means the Mayor or, in the absence of the Mayor, the Mayor Pro-Tempore, or the person designated pursuant to these rules.
Resolution means a formal expression of the Governing Body's opinion, will, or intent.
Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. The Governing Body

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as City Councilors and comprise the City Council. The Mayor and the City Council together are the Governing Body of the City. (SFCC 1987, § 2-1.1)

A. The Mayor and Presiding Officer

Lightly revised

1. The Mayor, or in the Mayor's absence, the Mayor Pro-tempore, is the Presiding Officer at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tempore, the Mayor shall designate a Presiding Officer from City Councilors present at the meeting.

2. The Presiding Officer is responsible for conducting meetings in an orderly, democratic fashion. The Presiding Officer must ensure that the majority prevails, that minority rights are protected, and that courtesy, fairness, justice, and impartiality are guaranteed to all present.

3. The Mayor has a vote on all matters that come before the Governing Body. (Santa Fe Municipal Charter, § 5.01(B))

B. The City Council

Lightly revised – moved paragraphs on introduction of legislation

1. Members of the City Council shall observe order, civility, and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Presiding Officer and only after recognition by the Presiding Officer.

C. The Mayor Pro-Tempore

New

At the first meeting of the Governing Body in even-numbered years, the mayor shall appoint, subject to the approval of the city council, a councilor to serve as mayor pro-tempore until the next regular city election. The mayor pro-tempore shall perform the duties of the mayor in the absence or temporary incapacity of the mayor. (Santa Fe Municipal Charter, § 5.04)

D. The Parliamentarian

New

1. The Mayor shall select one councilor who shall be the parliamentarian for the Governing Body.

2. Upon appointment, the parliamentarian shall receive appropriate training in parliamentary procedure. The parliamentarian and the city attorney shall provide an overview of parliamentary procedure to the Governing Body on an annual basis. (SFCC 1987, § 2-1.11)

IV. The Legislative Process

New Section

Legislation proposed for consideration of the Governing Body shall follow the Legislative Process outlined in this section, in the order presented, unless the matter constitutes a matter of necessity or an emergency as described in these Rules.

A. Introduction

1. Members of the Governing Body shall introduce legislation at regular meetings of the Governing Body during "Introduction of Legislation". If the legislation is one of uncommon circumstances or an emergency pursuant to Section V(C)(1)(d)(i) or (ii), the sponsor may introduced the legislation at a regular meeting of a City Council Standing Committee.

2. The primary sponsor may take up to 3 minutes to introduce or offer explanation of the legislation the primary sponsor is introducing. Any co-sponsors may take up to 1 minute to explain their support of the legislation. Any additional Governing Body members wishing to cosponsor the legislation may do so at this time. No questions, discussion, or debate of the legislation shall occur during the introduction of the legislation.

3. In order to be introduced, legislation must be fully drafted and included in the packet posted with the Governing Body's agenda, unless the matter constitutes a matter of necessity or emergency in accordance with these rules. Fully drafted legislation includes all of the following elements:

   a. The legislation's title/caption;

   b. A complete draft of the proposed wording or language; and

   c. The City Attorney's signature as to form.

4. At the time of introduction, the sponsor(s), in coordination with legislative staff, shall refer legislation to the appropriate Standing Committees and/or City Council Standing Committees based on subject matter of the legislation. A member of the Governing Body may challenge the schedule proposed at introduction. Such challenge of the proposed schedule, and proposed alternative referrals, are subject to a vote by the entire Governing Body at the time of introduction.

5. Governing Body members may add themselves as co-sponsors of legislation up until 72 hours prior to the meeting when the relevant legislation is scheduled for adoption. Governing Body members may remove themselves as a co-sponsor at any time before a final vote to adopt legislation.

B. First Public Comment on Bills

1. During the Governing Body meeting following a bill's introduction, and prior to any City Council Committee or advisory committee review, the Governing Body shall schedule the bill for "first public comment."

2. Staff shall provide a presentation not to exceed five (5) minutes in length prior to the public comment.

3. During first public comment, the Governing Body shall not discuss or comment about the bill. Discussion among the Governing Body members regarding bills shall occur during the committee meetings during which the item is scheduled and during the bill's public hearing.

C. City Council Standing Committee Review

1. All legislation shall be considered by a City Council Standing Committee prior to a public hearing.

2. Legislation must be scheduled for, and approved by, at least one City Council Standing Committee prior to inclusion on the Governing Body agenda for discussion or a public hearing, as applicable.

3. Unless the legislation requires action by the Governing Body by a date that necessitates a different committee schedule, items shall be heard before committees in the following order:

a. Any relevant Standing or Special Committees.

b. The Quality of Life Committee and/or the Public Works and Utilities Committee.

c. The Finance Committee. The Finance Committee must review all legislation with a fiscal impact.

4. Legislation considered by City Council Standing Committees must take one of the following paths:

a. *Approve.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body;

b. *Approve as Amended*. With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body, to be considered with any amendments adopted by the prior City Council Standing Committee;

c. *Deny.* With a majority, but non-unanimous, vote of denial, the legislation moves to the subsequently scheduled committee or Governing Body.

If a motion to deny is unanimously adopted by all members of a committee, the legislation shall not move forward for further committee or Governing Body consideration.

e. *No recommendation.* The legislation moves to the subsequently scheduled committee or Governing Body without adopting a motion of approval or denial. Any legislation that is moved without recommendation shall be placed on the discussion agenda for the next scheduled committee.

f. *Refer to another committee.*

i. The legislation is referred to another committee that was not initially scheduled; and/or

ii. The legislation is referred to a committee that has already reviewed the legislation, subject to approval of the Chair of the referred committee.

g. *Postpone to a date certain.*

i. Council committees can vote to postpone a vote on an item with a majority vote of the committee. Postponing is permitted for a maximum of one (1) subsequent meeting of that committee, at which time a final vote of approval, denial, move forward without recommendation, or refer to another committee, is required.

ii. If a committee postpones an item until its next meeting, other committees and the Governing Body shall not consider the item until after the subsequently scheduled committee meeting.

7. *Lay on the Table.* A tabling motion is used to delay the discussion of an item until later in the same meeting.

D. Notice of Public Hearings on Bills

The Clerk shall publish notice of the public hearing at Governing Body after a bill receives approval by at least one committee.

E. Amendments

1. Amendments must be written and included in the Governing Body packet before the public hearing.

2. Councilors should endeavor to propose amendments as early as possible in the legislative process, for discussion during Council Committees.

3. If no committees have had the opportunity to discuss an amendment, then the amendment must be presented in writing before discussion.

V. Governing Body Meetings

A. Decorum

New

1. The members of the Governing Body shall set an example for the conduct of the public's business, showing respect for the Governing Body as an institution, and showing respect to its members, City staff, and to all members of the public. While the Governing Body is in session, the members shall observe civility and public decorum at all times. During committee and Governing Body Meetings, each member of the Governing Body has the following duties:

a. Provide fair and equal treatment for all persons and matters.

b. Learn and study the background and purposes of important items of business before voting.

c. Maintain the confidentiality of confidential information concerning the business of the City and/or information received during any closed session of the Governing Body.

d. Refrain from abusive conduct, personal charges, accusations, or verbal attacks upon the character, motives, ethics, or morals of other members of the Governing Body, staff or public, or other personal comments.

e. Listen courteously and attentively and avoid interrupting other speakers, including other Governing Body members, except as may be permitted by established Procedural Rules.

f. Faithfully attend all sessions of the Governing Body and City Council Committees to which the member is appointed unless unable to do so because of a compelling reason.

g. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation and by being willing to call a point of order when any member who negligently, willfully, or intentionally violates the procedural rules of decorum contained in these Rules.

2. The Presiding Officer has a duty to maintain civility and decorum. The Presiding Officer may call any person to order if they are making personal, intemperate, or slanderous remarks, or by otherwise violating these rules of decorum, by reminding them that such comments are out of order. The Presiding Officer may prohibit any person who is acting improperly from continuing to speak.

3. The Chief of Police, or the Chief's designee, shall serve as Sergeant-at-Arms at all meetings held in person.

B. Meeting Types

Revised to specify the four meeting types and specifically mention emergency meetings and study sessions

1. Regular Meetings

a. Regular meetings are held at City Hall in the Council Chambers, except as provided for in Section 20-1.4 SFCC 1987, on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body.

b. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time, and place of such meeting is specified at the time of postponement. A majority of the whole may choose to suspend this rule pursuant to Section VII., below.

c. Notice of regular meetings shall be electronically posted publicly no later than seventy-two (72) hours prior to the meeting.

d. A quorum of Governing Body members must be present to proceed with a regular meeting of the Governing Body.

2. Special Meetings

a. Special meetings of the Governing Body may be called pursuant to SFCC 1987, Section 2-1.12.

b. Notice of special meetings shall be electronically served by a written notice to each member of the Governing Body and electronically posted publicly no later than seventy-two (72) hours in advance of the meeting.

c. A quorum of Governing Body members must be present to proceed with a special meeting of the Governing Body.

3. Emergency Meetings:

a. Emergency meetings of the Governing Body may be called and noticed pursuant to NMSA 1978, Section 10-15-1(F).

b. A quorum of Governing Body members must be present to proceed with an emergency meeting of the Governing Body.

4. Study Session

a. Governing Body study sessions may be scheduled by the City Manager as needed for discussing issues of public concern. Where possible, a study session is scheduled at least two (2) weeks in advance.

b. Study sessions are held in a workshop format, without public comment or action by the Governing Body.

c. A quorum of the Governing Body is not necessary to proceed with a study session.

C. Meeting Agenda

Lightly revised – broken out into multiple sections

1. Agenda Preparation

a. The City Manager or the City Manager's designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body. The City Manager may consider reasonable requests from members of the Governing Body for agenda items.

b. The agenda shall include items that require Governing Body action, presentations, and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body.

c. No action item shall be placed on the agenda unless it has been approved by at least one City Council Standing Committee unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Section 5(C)(1)(d)(i) or (ii) of these Rules.

d. An action item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

i. When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

ii. In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the

inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

D. Consent Agenda

Broken out from existing Section

1. All items on the consent agenda may be adopted with one motion. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

2. Any member of the Governing Body may request that any item be removed from the consent agenda for discussion or debate and any such request shall be granted automatically. Governing Body members should not remove items from the consent agenda to make inquiries that do not directly relate to the particular matter.

3. The following items, if they have met the substantive or procedural requirements otherwise required by these rules, shall be included in the Consent Agenda:

a. Minutes from previous Governing Body meetings.

b. Unless otherwise excluded in Paragraph 4 below, items approved by all City Council Committees to which they are referred.

c. Routine and/or procedural matters with no fiscal impact such as liquor hearings, finding of facts and conclusion of law, and annual Open Meetings Act resolution.

4. Items that are not appropriate for the consent agenda include:

a. Any matter requiring a public hearing, including bills.

b. Annual budget approval.

c. Quasi-judicial hearings.

d. Personnel issues not related to specific employees, such as the creation of new employment positions or personnel rules.

e. Procedural rules of the Governing Body.

f. Board, committee, and agency appointments.

g. Items that have not received committee approval by one or more City Council Standing Committees to which it has been referred.

7. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

8. Members of the Governing Body are encouraged to seek technical or clarifying information directly from City staff during City Council Standing Committee meetings or through direct communication with staff outside of a Committee meeting. This provides for the best use of, and respect for, the time of the public, staff, and the Governing Body while it is in session.

9. Governing Body members are encouraged to communicate their intent to remove an item from the consent agenda to the City Clerk no later than four (4) hours prior to the commencement of a regular Governing Body meeting. If a Governing Body member does not notify the Clerk of their intent to remove an item from the consent agenda at least four (4) hours prior to the Governing Body meeting, the member may still remove the item from the consent agenda for debate or discussion with the Governing Body, but the staff representative may not be available.

E. Posting of Agenda and Supporting Materials

Broken out from existing Section

1. Copies of the complete agenda and packet material shall be available to the Governing Body and the public for study and review the Friday immediately prior to the Governing Body meeting. The City Clerk's Office shall ensure that the Governing Body is notified when additional packet material is added.

2. A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section C (1)(D)(2)(ii) of this Article IV and in compliance with New Mexico Open Meetings Act requirements.

F. Order of Business

Revised

1. **Call to Order**. The Presiding Officer shall call the meeting to order promptly at the appointed hour.

2. **Pledge of Allegiance.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

3. **Salute to the New Mexico Flag.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

4. **Invocation and Remembrances.** The City Clerk shall assign members of the City Council to lead the invocation on a rotating basis. After the invocation, the Presiding Officer may make, and shall call upon City Councilors to provide, remembrances.

5. **Roll Call.** The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. **Approval of Agenda.** The City Manager, the Mayor, or a Council member may request amendments to the agenda including deletions, alterations in the order of items, and requests for postponement of items on the agenda. Emergency additions may be made pursuant to Section 5(C)(1)(d)(i).

7. **Approval of Consent Agenda.** Before moving approval of the Consent Agenda, Council members shall alert the Presiding Officer of any items they wish to remove from the consent agenda for discussion. The Governing Body may adopt the items remaining on the consent agenda by adopting a single motion to do so, without discussion.

8. **Presentations.** As scheduled by the City Manager, by staff or outside guests on selected topics. No action may be taken by the Governing Body. The City Clerk, in consultation with the City Manager, shall consider if a presentation is better suited for a City Council Standing Committee.

9. **Action Items: Consent Agenda.** The Governing Body shall consider each item removed from the consent agenda during "Approval of Consent Agenda." A motion and second regarding the disposition of each item is required before deliberations on the item begin.

10. **Action Items: Discussion Agenda.** The Governing Body shall discuss and vote on any item(s) that were not included on the consent agenda pursuant to Section 5(D)(4) above, other than matters that require a public hearing. A motion and second regarding the disposition of each item is required before deliberations on the item begin.

11. **Matters from the City Manager.** Any business or comments from the City Manager.

12. **Matters from the City Attorney.** Any business or comments from the City Attorney, including moving into Executive Session.

13. **Matters from the City Clerk**. Any business or comments from the City Manager including any upcoming public hearings.

14. **Communications from the Governing Body.** Any business or comments from Governing Body members. Governing Body members shall not engage in debate with other members or ask questions of staff. Members may request information from the City Manager, City Attorney, and/or the City Clerk, but discussion of the request during a meeting is not permitted without appropriately noticing it.

15. **Introduction of Legislation.** Governing Body members shall introduce legislation during this section. Additional Governing Body members may add themselves as cosponsors to legislation.

16. **Petitions from the Floor.** Petitions from the Floor shall generally be heard at 7:00p.m., or as soon thereafter as can be reasonably achieved.

17. **Public Comment on Bills.** After the main sponsor of the bill provides a one (1) minute overview of the bill, the public provides comment. There is no debate, discussion, or action taken by the Governing Body.

18. **Final Action on Legislation.** The Governing Body holds a public hearing, debates, and votes on legislation requiring a public hearing except that land use cases that include legislation shall be heard under "Public Hearings."

19. **Public Hearings.** Items such as land use cases, appeals, and anything else that is required to have a public hearing by City Code, state statute, or federal law.

20. **Appointments.** The Governing Body votes on Mayoral appointments.

21. **Adjourn.**

E. Further Rules for Certain Orders of Business

1. **Petitions from the Floor** Revised and expanded

a. Each speaker may speak for up to two (2) minutes unless the Presiding Officer determines that other limitations are reasonably necessary to conclude Petitions from the Floor within a reasonable timeframe, in the context of the remaining business before the Governing Body.

b. Members of the public cannot cede their allocated time to another member of the public, but they may make arrangements with the City Clerk to speak in a specific order in order.

c. The Presiding Officer shall disallow comments from the public that are not directed to the members of the Governing Body. Petitions from the Floor do not include questions of the Governing Body, nor of other members of the public. Governing Body members shall not respond to comments from the public during Petitions from the Floor.

2. **Executive Session** Broken out from existing Order of Business Section

a. Pursuant to NMSA 1978, § 10-15-1, part (H), an executive session may be called for any matters permitted under law. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the

Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to place an executive session on the agenda. In addition, any member of the Governing Body may move at any time to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session.

b. The motion to go into an executive session shall be voted on by roll call.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting and, if accurate, the motion shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda.

e. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The confidentiality of matters discussed during an executive session is held by the Governing Body, not individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law. If a member of the Governing Body wishes to disclose information shared during an executive session, that member shall immediately move that the contents of the discussion in executive session be disclosed. Disclosure requires a vote of a majority of the whole.

f. The clerk shall make available to the public, upon request, a list of executive session attendees.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter permitted under the Open Meetings Act, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public record immediately thereafter, unless revealing the final action would violate a court order from a court of competent jurisdiction or the law.

Revised and expanded

3. **Public Hearings**

a. The following provisions are the Rules and Procedure for Public Hearings on Legislation and Certain Appeals[1] (Section 18 and 19 of the Order of Business).

i. The City Clerk shall read the title of the item set for public hearing.

ii. An appropriate staff member may be called upon to present background information.

iii. The Presiding Officer shall ask if there is anyone in the audience who wishes to speak for or against the issue. The City Clerk may organize public speakers pursuant to reasonable and inclusive policies.

iv. The Presiding Officer may set time limits and conditions for speakers before the public hearing begins and shall not change those conditions during the public hearing.

v. Members of the Governing Body may address questions to public speakers.

vi. Members of the public may pose hypothetical questions or use questions to make a point, but the Presiding Officer shall not request or entertain answers from staff or from members of the Governing Body.

vii. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall continue as a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted, that decision shall be noted on any future agenda.

b. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that

[1] Land use appeals are governed by Resolution No. 2011-24 or its substitute

proceeding shall disclose the substance of the communications on the record at the commencement of the proceeding, and the member shall recuse themselves if they cannot be fair and impartial in hearing the matter.

c. All comments by Governing Body members shall be made through the Presiding Officer.

4. **Public Participation in Public Hearings** Revised and expanded

a. Instructions for participating in public hearings shall be posted on each Governing Body agenda.

b. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Presiding Officer and must state their name and council district and/or street of residence for the record before speaking to the issue. Members of the public cannot cede their allocated time to another member of the public, but arrangements can be made with the City Clerk to speak in a specific order in order to coordinate a message to the Governing Body.

c. All remarks shall be addressed through the Presiding Officer to the Governing Body as a whole and not to any individual members.

d. In proceedings requiring sworn or affirmed testimony, such as appeals, the City Clerk shall swear in or affirm all witnesses, including members of the public.

f. Any violation of these rules could result in removal from the public hearing, at the discretion of the Presiding Officer

VI. Rules of Debate

A. Governing Body Rules for Speaking Revised and expanded

1. Members of the Governing Body shall attempt to balance the right of the public to know positions of the elected officials and their rationale for decisions with the need for balanced discussion and timely adjournment of the Governing Body meeting. In order to realize this balance, members shall endeavor to engage in the following behaviors:

a. Articulate questions, opinions, comments, and reasons for votes succinctly;

b. Exercise self-discipline by avoiding repeating the statements of others, being verbose in expressing opinions, or straying off the topic;

c. Allow the Presiding Officer to manage the meeting and to recognize them before speaking;

d. Support the Presiding Officer in enforcing these rules;

e. Permit other members an opportunity to speak once on an issue before speaking a second time on the same issue;

f. avoid personal attacks;

g. Use "I" statements and avoid stating, or attempting to state, the sentiments or motives of others, including, but not limited to, any staff member, any other Governing Body member, or the Governing Body as a whole; and

h. Consider council goals, staff time, and resource availability when making requests for a delay or additional information.

2. Assigning the Floor by the Presiding Officer: A Council member who wishes to speak or debate shall address the Presiding Officer. After being recognized by name and assigned the floor by the Presiding Officer, the Council member may present their issue and confine their comments to that issue.

3. Order of speakers: The Presiding Officer generally recognizes council members in the order in which they request the floor, except that the member who made the motion is entitled to be recognized first. Only one person may have the floor at a time.

4. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

i. For a *Point of Order* whereby another Governing Body member thinks these Rules are being violated.

ii. For a *Request* or *Inquiry* to obtain information that requires an immediate response.

iii. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency. After an interruption, the previously recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §42 (Rules Governing Assignment of the Floor).

5. A member may speak more than once to the same motion only when all councilors desiring to speak have been heard, except to answer questions.

6. The Presiding Officer may, in their sole discretion, temporarily suspend the rules of speaking in order to permit a direct dialogue between council members with respect to an issue or motion.

B. Recusal From the Meeting

Broken out from existing Section and expanded

A Governing Body member shall recuse themselves from any matter when there is an actual conflict and may recuse if there is the risk of a perceived inability to be objective before the matter is heard. Any Governing Body member with a conflict shall disclose the existence of a conflict prior to the Governing Body's consideration of the item. Any member who has recused themselves shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

C. The Main Motion and Debate

Broken out from existing Section and expanded

1. The City Clerk shall read the title of the item set for discussion.

a. *Main motion on Agenda Items.* A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. If a motion is long or complicated, a Governing Body member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded.

i. Approve. The motion to approve is to approve the legislation as it has been most recently been amended in committee.
ii. Deny.

b. *Subsidiary Motions on Agenda Items*. The following are common subsidiary motions that may be made after a main motion is on the table:

i. Amend
ii. Postpone to a date certain
iii. Postpone indefinitely
iv. Refer to a City Council Committee
v. Lay on the Table

c. *Second for a motion:* All motions require a second to indicate that more than one Council member is interested in discussing the issue, except that the motion to Lay on the Table is non-debatable. The seconder does not, however, have to favor the motion and may speak and vote against it. If there is no second, the motion dies.

d. *Debate:* The Presiding Officer shall restate the motion on the floor and call for general discussion.

i. When debate is closed by common consent or by a vote, the Presiding Officer shall restate the question and request a roll call or voice vote. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion.

ii. After confirmation of the vote by the City Clerk, the City Clerk shall declare the result of the vote.

d. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* Council members should give advance notice to the Presiding Officer and the City Clerk whenever substantial discussion is anticipated to an agenda item, so that an appropriate staff response can be prepared.

ii. *Presiding Officer May Intervene.* The Presiding Officer may intervene in council debate in order to solicit a motion when debate seems to be proceeding longer than warranted or when more information or staff work appears warranted to facilitate a council decision.

iii. *No Intentional Surprises.* Council members will make every effort not to surprise each other and staff by bringing up new information at a meeting; they shall give notice to the Presiding Officer and City Clerk of their intention to bring up new information as soon as practical before the meeting.

D. Voting

Broken out from existing Section and expanded

1. A member of the Governing Body must vote "yes," "no," or "abstain," except in the case of a conflict of interest as defined in SFCC 1987, Section 1-7, in which case the member shall recuse themselves.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Presiding Officer shall in all instances vote last.

3. *Explanation of Vote:* Any member of the Governing Body may make a brief statement after the conclusion of the vote to explain their vote, not to exceed one minute. The member must state they wish to explain their vote at the time of their vote.

4. *Delayed Vote:* A Council Member may pass their turn to vote, in which case the Council Member's name will be called again in rotation and then they must vote "yes," "no," or "abstain."

5. *Quorum Required:* Unless a higher number is required by state or city law, an action of the Governing Body requires a simple majority vote.

6. *Tie Vote:* In cases of a tie vote, the motion fails.

7. *Proxy Vote:* There shall be no proxy or absentee voting. Further, it is improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

8. *Abstention:*

a. If one or more Governing Body members abstain, then the abstentions shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

b. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

c. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

VII. Suspension and Amendment of These Rules

Lightly revised

These rules may be temporarily suspended for a single meeting or matter at any time by a two-thirds (2/3) majority vote of the whole number of members of the Governing Body. Amendments to these rules shall be made by resolution.

VIII. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

IX. History

Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and
Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016
New Version Adopted by Resolution No. 2021-__ on _____, 2021

CURRENT GOVERNING BODY PROCEDURAL RULES

GOVERNING BODY PROCEDURAL RULES

OBJECTIVES:

These procedural rules ("Rules") are intended for use by the Governing Body of the City of Santa Fe ("Governing Body" or "council") to: expedite business; maintain order; ensure justice and equality for all; guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling parliamentary disputes.

I. THE GOVERNING BODY

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as Councilors. The Mayor and the Council together are the Governing Body of the city. (§2-1.1 *SFCC 1987)*

A. The Mayor

1. The Mayor of Santa Fe is the presiding officer (Presiding Officer (or Chair).

2. The Mayor, or in the Mayor's absence, the Mayor Pro-tem, shall preside at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tem, the Mayor shall designate a Presiding Officer.

3. The Chair is responsible for conducting meetings in an orderly, democratic fashion. The Chair must assure that the majority prevails; that minority rights are protected; and that courtesy, fairness, justice and impartiality are guaranteed to all present.

4. The Chair has discretionary powers to alter the order of business in the interest of fairness, courtesy or an emergency and must receive general consensus from the Governing Body.

5. The Mayor has a vote on all matters that come before the Governing Body. (Municipal Charter of the City of Santa Fe, Article V., §5.01.B.)

B. The Council and the Governing Body

1. Members of the Governing Body shall observe order, civility and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Chair, only after recognition by the Chair.

3. Members of the Governing Body shall introduce resolutions or bills

at any regular meeting of the Governing Body; however no action shall be taken on any such resolution or bill unless and until it has gone through the committee process and been recommended for approval by one or more city committees or constitutes a matter of necessity or an emergency in accordance with these Rules. For the purpose of these Rules a "city committee" is a standing committee with a membership comprised only of Councilors.

4. No resolution or bill shall be introduced that is not drafted and in sufficient form to be posted on the City's website by noon of the Friday immediately following its introduction. For resolutions, "sufficient form" shall consist of a title, a "Whereas" section, and a listing of what is being resolved. For bills, "sufficient form" shall consist of the exact wording that is being proposed and the loction in the code where it is to be placed.

II. PUBLIC DECORUM

A. The Governing Body should and shall set an example for the conduct of the public's business, showing respect for the Governing Body, as an institution, and to its individual members, City staff and to all appearing before it. While the governing body is in session, civility and public decorum shall be observed at all times. The Chair has a duty to maintain civility and decorum. The Chair may call any person to order if they are making personal, intemperate or slanderous remarks by reminding them that such comments are out of order. The Chair may prohibit any person who is acting improperly from continuing to speak.

B. The Chief of Police, or his or her designee, shall serve as Sergeant-at-Arms.

III. REGULAR AND SPECIAL COUNCIL MEETINGS

Regular meetings of the Governing Body are comprised of two sessions each and are held at City Hall in the Council Chambers on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body. The afternoon session begins at 5:00 p.m. The evening session begins at 7:00 p.m. or immediately after the end of the afternoon session, whichever is later, and shall be adjourned not later than 11:59 p.m. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement. A majority of the whole number of members elected to the Governing Body may choose to suspend this rule pursuant to Section X. below.

Special meetings of the Governing Body may be called pursuant to Section 2-1.12 of the *Santa Fe City Code*.

IV. MEETING AGENDA

A. Agenda preparation: The City Manager or his or her designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body.

(1) The agenda shall include items that require Governing Body action, presentations and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body. When appropriate, the City Manager, working with staff, shall give his or her recommendation for action on issues under consideration. Additionally, the City Manager may place on an agenda any matter so requested by a majority vote of all members of the Board of County Commissioners of Santa Fe County or a majority vote of all members of any city committee.

(2) No item shall be placed on the agenda unless it has gone through the committee review process and been recommended for approval by at least one city committee, unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Rule IV(A)(3) of these Rules.

(3) An item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

(a) When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

(b) In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

B. Items of a routine nature without fiscal impact; and those items recommended for approval by one or more committees, which have been before sufficient committees to ensure that each Councilor has had an opportunity to consider the matter before it comes before the Governing Body for action may be placed on a consent calendar by the City Manager or Presiding Officer on a Governing Body meeting agenda as a consent calendar matter. Such matters shall be called Consent Agenda Matters.

C. The purpose of a consent calendar section of the agenda is to expedite approval by the Governing Body of Consent Agenda Matters with one motion as the need for lengthy discussion is not required due to both prior action and routine nature. All

other items requiring action by the Governing Body will be placed in the appropriate portion of the agenda.

D. The following items requiring action by the Governing Body, having met the substantive or procedural requirements of a Consent Agenda Matter are considered appropriate consent calendar items:

1. Budget transfers and increases.

2. Approval of agreements, bid awards, change orders and amendments to agreements when required by the City Purchasing Manual.

3. Approval of applications and agreements for federal and state grants.

4. Routine grants of licenses or other non-possessory interests in real property.

5. Routine Memorandum of Understandings or other cooperative agreements.

6. Job reclassifications.

7. Collective bargaining agreements.

8. Setting of public hearing dates for proposed ordinances.

9. Setting of public hearing dates for quasi-judicial hearings.

E. Items requiring action by the Governing Body which are not considered appropriate for the consent calendar include:

1. Public hearings and actions on all ordinances.

2. Annual budget approval.

3. User fees for City facilities which have been established by ordinance.

4. Quasi-judicial hearings.

5. Personnel issues not related to specific employees, such as the creation of new employment positions, or personnel rules.

6. Procedural rules of the Governing Body.

7. Board, committee and agency appointments.

9. Any other item that a majority of the Governing Body wishes to have heard at a public hearing.

F. Items on the consent calendar shall be moved from the consent agenda to the regular agenda for further discussion and action upon the request of any member of the Governing Body. Each Governing Body member shall diligently review the consent calendar items and their packet within 48 hours of receipt thereof. No Consent Agenda Matter should be moved to the regular agenda to make inquiries that do not relate to the particular matter. Members of the Governing Body are encouraged to seek information directly from City staff in lieu of moving matters from the consent calendar to the regular agenda and to be considerate of the best use of, and respect for, the time of the public, and of the Governing Body while it is in session.

G. Schedule for inclusion of items on agenda: All matters for a given agenda shall be filed with the City Clerk no later than noon eight (8) calendar days prior to the Council meeting. All agenda items shall include sufficient background materials for the public to review and for the Governing Body to take action. If a majority of the Governing Body does not think they have been given sufficient information to take action, they may postpone an item to a future meeting. Copies of the complete agenda packet shall be delivered to the Governing Body for study and review the Friday immediately prior to Council Meeting. New agenda items not filed by the deadline shall not be considered until a subsequent Council meeting except in the case of emergency.

H. Receipt of Agenda Packets: All agenda packets delivered to the Governing Body prior to a Council meeting shall be deemed to have been received and read, unless a member indicates to the contrary prior to the commencement of a council meeting. In such cases, the Chair shall, at his or her discretion, determine an appropriate course of action.

I. Exception: A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section A.(3)(b) of this Article IV above or otherwise with New Mexico Open Meetings Act requirements.

V. ORDER OF BUSINESS

A. Afternoon Session:

1. Call to order: The Chair shall call the meeting to order promptly at the appointed hour.

2. Pledge of allegiance.

3. Salute to the New Mexico flag.

4. Invocation.

5. Roll Call: The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. Approval of agenda: The City Manager, the Mayor or a Council member may request additions to the agenda in accordance with these Rules, deletions, alterations in the order of items and requests for postponement of items on the agenda. Emergency additions must be approved by a majority of the whole number of the Governing Body before the agenda is approved.

7. Approval of consent calendar: Items on the "consent calendar" may be passed by a single motion without discussion. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by roll call vote. Any member of the Governing Body may request that any item be removed from the consent calendar for discussion or debate and any such request shall be granted automatically. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

8. Approval of minutes.

9. Presentations and information to the Governing Body.

10. Consent Calendar (items that were removed from consent calendar).

11. Committee reports: Municipal Officers, Department Heads, Boards and Commissions shall present items that require ratification or debate and action by the Governing Body.

12. Items that have not been introduced through a Committee which do not fall under any other agenda items.

13. Matters from the City Manager.

14. Matters from the City Attorney.

    a. Executive Session. Pursuant to §10-15-1 (H) NMSA 1978, an executive session may be called for any matters permitted under law to be discussed in executive session. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to

place an appropriate item for executive session on the agenda. Any member of the Governing Body may move at any time to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session. Any matter subject to the attorney-client privilege or any other existing privilege shall only be discussed in executive session and shall not be made public unless a majority of the whole number of members of the Governing Body, in an open meeting, votes to waive the privilege.

b. The motion to go into an executive session shall be voted on by roll call with a majority of the Governing Body present.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting.

e. If a member of the Governing Body wishes to waive a privilege, that member shall immediately move that the privilege be waived and the contents of the discussion in executive session be disclosed. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The privilege of executive session is that of the Governing Body, not its individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law.

f. In the alternative a member of the Governing Body shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda. The clerk shall make available to the public, upon request, a list of executive session attendees as approved by the Governing Body.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or

otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter subject to the attorney-client privilege, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public records immediately thereafter, unless a court of competent jurisdiction has issued a contrary order or unless revelation of the final action would constitute a violation of law.

15. Matters from the City Clerk.

16. Communications from the Governing Body.

17. Recess.

B. Evening Session:

1. Call to order.

2. Pledge of allegiance.

3. Salute to the New Mexico flag.

4. Invocation.

5. Roll call.

6. Petitions from the floor (7:00 p.m. to 7:30 p.m.).

7. Appointments.

8. Public hearings.

9. Adjournment.

VI. RULES FOR SPEAKERS

A. Recognition by the Chair: A Council member who wishes to speak shall address the Chair and, after being recognized by name, present his or her issue and confine comments to that issue.

B. Order of speakers: Only one person at a time may have permission to speak.

C. All requests to speak and debate shall be addressed to and through the Chair.

D. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

1. For a *Point of Order* whereby another Council_member thinks these Rules are being violated.

2. For a *request or inquiry* to obtain information that requires an immediate response.

3. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency.

After a legitimate interruption, the recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §41.

E. Permission to speak more than once to the same motion: A member may speak more than once to the same motion_only when all Council members desiring to speak have been heard, except to answer questions.

F. Petitions from the Floor shall generally be heard between 7:00 p.m. and 7:30 p.m., or as soon thereafter as can be reasonably achieved. A time limitation of three (3) minutes shall be allotted to each speaker; however, the Presiding Officer shall have the right to place such other limitations upon speakers as may be reasonably necessary to conclude Petitions from the Floor within the allocated time and proceed with other remaining business before the Governing Body.

G. The parties appearing before the Governing Body on any adjudicatory or quasi-adjudicatory matter shall have reasonable opportunity to present their position to the Governing Body.

VII. MAIN MOTION AND RULES OF DEBATE

A. Main motion: A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. The form for a main motion is "I move that . . ." If a motion is long or complicated, a Council member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded. The movant may speak first on the motion.

B. Second for a motion: All main motions require a second to indicate that more than one Council member is interested in discussing the issue. The seconder does not, however, have to favor the motion and may both speak and vote against it. If there is no second, the motion dies.

C. Debate: The Chair shall restate the motion on the floor and call for general discussion. Roberts Rules of Order shall apply for amendments, postponement, tabling, ending debate, reconsideration, recession and related matters on a motion.

D. Closing debate: When debate appears to have closed, the Chair shall ask the Council members if they are ready for the question. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion. ("I move the previous question." or "I call the question.") The motion to close debate is not debatable and requires a two-thirds (2/3) vote of those present and voting.

VIII. PUBLIC HEARING PROCEDURES

A. Rules and procedure

1. The Chair shall read the title and/or description of the item set for public hearing.

2. An appropriate staff member shall be called upon to present background information.

3. The Chair shall ask if there is anyone in the audience who cares to speak for or against the issue.

4. The Chair may set time limits and conditions for speakers before the public hearing begins and may not change those conditions during the public hearing.

5. Members of the Governing Body may address questions to public speakers.

6. During the public hearing, members of the Governing Body may ask questions of the staff for clarification purposes on the matter before the Governing Body.

7. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall be a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted,

that decision shall be noted on any future agenda. If new information is submitted after the public hearing is closed, the Governing Body may accept public comment on that new information. The decision not to hear [~~no~~] further public comment may be overturned by a majority vote of the Governing Body, but if it is overturned, sufficient notice shall be given to the public that public comment will now be accepted.

B. Participation in public hearings:

1. Written communications: Interested parties or their representative may address the Governing Body in writing and read or summarize their ideas at the public hearing.

2. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Chair and state his or her name and address for the record before speaking to the issue. If the speaker is a representative, he or she shall also identify the person or persons being represented. The Clerk shall first swear or affirm all persons wishing to speak in those proceedings requiring sworn or affirmed testimony.

3. All remarks shall be addressed to the Governing Body as a whole and not to any individual members.

4. All comments by Council members or the public shall be addressed through the Chair.

C. Council debate:

1. When all public speakers have been heard, the Chair shall request an appropriate motion from the Council. After the motion is seconded and restated, discussion and debate among Council members may follow. Questions may be addressed to appropriate staff.

2. Amendments to the main motion may be proposed and voted on.

3. When debate is closed by common consent or by a vote, the Chair shall restate the question and request a roll call or voice vote.

4. After confirmation of the vote by the City Clerk, the Chair shall declare the result of the vote.

D. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial prceeding concerning the merits or substance of the matter being heard in that proceeding, shall disclose the substance of the communications on the record at the commencement of

the proceeding, and the member shall recuse himself or herself if he or she cannot be fair and impartial in hearing the matter.

IX. VOTING

A. Types of Vote

1. A member of the Governing Body must vote "yes," "no" or "abstain," except in the case of a conflict of interest as defined in the Santa Fe City Code, in which case the member may recuse himself or herself or be disqualified from voting on the issue. Any conflict must be disclosed prior to consideration of the item and any member who has recused himself or herself has been otherwise disqualified from voting on the issue shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Mayor shall in all instances vote last.

B. Explanation of Vote: Any member of the Governing Body may make a brief statement to explain his or her vote, not to exceed one minute.

C. Delayed Vote: A Council Member may pass his or her turn to vote, in which case the Council Member's name will be called again in rotation and then he or she must vote "yes", "no" or "abstain."

D. Voting Procedures: Unless otherwise specified by state law or city ordinance, given a quorum, an action of the governing body requires a vote of the majority of the members present.

E. Tie Vote: In cases of a tie vote, the motion fails.

F. Proxy Vote: There shall be no proxy or absentee voting. Further, it shall be improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

G. Policy on Abstention:

1. If one or more Governing Body members abstain, then the abstentions (except for recusals or disqualifications due to conflicts of interest) shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

2. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions (except for recusals or disqualifications due to conflict of interest) shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

3. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

X. SUSPENSION AND AMENDMENT OF THESE RULES

These rules may be temporarily suspended for a single meeting or matter at any time by a majority vote of the whole number of members of the Governing Body. Amendment of these rules shall be made by resolution.

XI. ROBERT'S RULES OF ORDER

Except as otherwise provided herein, all matters of procedures are governed by the most current edition of *Robert's Rules of Order*.

History: Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and
Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016

FIR No. 10368

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Adoption of New Governing Body Procedural Rules

Sponsor(s): Councilors Abeyta, Romero-Wirth, and Cassutt

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 11/24/21 Phone: 955-6518

Reviewed by City Attorney: Date: Nov 27, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
The proposed Resolution adopts new Governing Body Procedural Rules that address vagueness, increases public input, and addresses gaps in the existing rules. To accomplish this, several new sections were created while others were revised, moved, and otherwise rearranged to provide a more understandable document.

Departments Affected:
All – primarily the City Clerk's Office and the City Attorney's Office.

Consequences of Not Enacting Legislation:
The Governing Body will continue to operate under the existing Procedural Rules.

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

Performance and Administrative Implications:
Staff will need to ensure all relevant City staff are aware of the new procedural rules as they relate to staff's functions. Specifically, the changes related to introduction of legislation change the timeline for providing legislation to the City Attorney.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee	**Review:**
Introduced:	11/10/21
Governing Body Study Session:	11/17/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Public Works and Utilities Committee: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Amendment to review no later than 2 years after passed

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: November 4, 2021

TO: Governing Body
Finance Committee
Public Works & Utilities Committee

VIA: Regina Wheeler, Public Works Department Director

FROM: Tom Graham, ADA Coordinator / Project Administrator TMG

RE: Term Extension of Municipal Arterial Program Cooperative Agreement D17045/2 for Project L500306 "Agua Fria-South Meadows Intersection Improvements"

ITEM AND ISSUE:
Request for Approval of Resolution and Cooperative Agreement for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding: (Thomas Graham, ADA Coordinator tmgraham@santafenm.gov 505-955-6654)

1.) CONSIDERATION OF RESOLUTION NO. 2021-___, (COUNCILOR RIVERA AND COUNCILOR ABEYTA)
A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

2.) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT # 3202845) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT. AMENDMENT IS FOR EXTENSION OF AGREEMENT TERM ONLY TO DECEMBER 31, 2022 AND NO ADDITIONAL FUNDING.

BACKGROUND AND SUMMARY:

The City of Santa Fe received a FY2019/2020 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D17045) from NMDOT in the amount of $587,667.00 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements" at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of $440,750.00 and requires a 25% City match of $146,917.00. This Agreement which terminated on June 30, 2020 was approved by the City Council via Resolution No. 2018-49. The Term of the Cooperative Agreement was amended via Resolution No. 2020-4 and terminates on December 31, 2021.

City of Santa Fe, New Mexico
Memorandum

The Agua Fria-South Meadows Intersection Improvements Project will upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, the connection to NM 599/County Road 62 Interchange, and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

This amendment extends the Agreement until December 31, 2022. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of the year. Construction is estimated to begin in the spring of 2022.

PROCUREMENT METHOD:
The procurement method is through RFP#18/17/P.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202048.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: CIP Streets/Fund 330
Munis Org Name/Number: Streets Roadways/3309980
Munis Object Name/Number: WIP Construction/572960

ACTION REQUESTED:
The Roadway and Trails Division of the Public Works Department respectfully requests your review and approval of:

Item 1.) a Resolution requesting a time extension for the MAP Cooperative Agreement Grant (CN L500306) with NMDOT.

Item 2.) the Amendment No. 2 to the Cooperative Agreement (CN L500306) with NMDOT.

ATTACHMENTS:
Resolution
Amendment 2
Amendment 1 20-0094
Original Cooperative Agreement 18-1060
FIR
Summary of Contracts
Procurement Checklist
Exemption Determination Request 13-1-98-A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, in FY 2018/2019 the City of Santa Fe ("City") received $440,750.00 through the NMDOT Municipal Arterial Program ("MAP") grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00 for Project Control L500306 "Agua Fria St.-South Meadows Rd Intersection Improvements Project" via Cooperative Agreement D17045 ("Agreement"); and

WHEREAS, the City approved the Agreement via Resolution No. 2018-49; and

WHEREAS, it is necessary to coordinate the construction of the intersection improvements at Agua Fria Street and South Meadows Road ("Project") with the construction of improvements at the intersection of Agua Fria Street and Cottonwood Drive; and

WHEREAS, the construction of the improvements at Agua Fria Street and Cottonwood Drive are planned for 2022; and

WHEREAS, the Governing Body approved an Amendment for Term extension to December 31, 2021 for the Agreement via Resolution 2020-4; and

WHEREAS, the City intends to complete the construction of the improvements at Agua Fria Street and South Meadows Road in 2022; and

WHEREAS, it is necessary for the City to request a time extension of this funding from December 31, 2021 to December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY TILE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests a 12-month time extension of the Project MAP award from the NMDOT to December 31, 2022.

BE IT FURTHER RESOLVED that the City accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project to the extent permitted by law.

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

_____

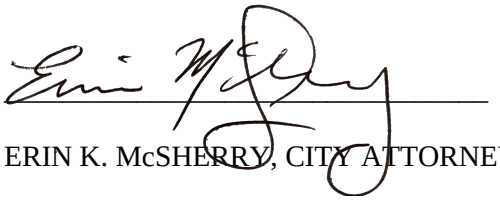
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Agua Fria South Meadows Second MAP Grant Extension

ITEM # 20-0094

Contract No.	**D17045/1**
Vendor No.	**0000054360**
Project No.	**MAP-7649(905)**
Control No.	**L500306**

FIRST AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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 6, Term, is deleted and replaced with the following:

   6. Term.
   This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

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.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: 3/17/20
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chant Date: 3-12-20
Assistant General Counsel

City of Santa Fe

By: _____ Date: 2/25/2020

Name: ALAN WEBBER

Title: MAYOR

ATTEST:

By: Yolanda Y. Vigil Date: 3-2-20
City Clerk
Ccmtg 1/29/20

APPROVED AS TO FORM:

10/17/17

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

3309980.490150.3309980.572960
Project ST 183300S
Business Unit/ Line Item

Contract No.	**D17045/2**
Vendor No.	**54360**
Control No.	**L500306**

SECOND AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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 6, Term, is deleted and replaced with the following:

6. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City Clerk

City Attorney's Office:
By: Marcos Martinez Marcos Martinez [Nov 8, 2021 08:06 MST] Date: Nov 8, 2021
Senior Assistant City Attorney

Approved for Finances:
By:_____ Date:_____
Finance Director

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second Amendment to MAP Cooperative Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Tom Graham

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:

Tom Graham	ADA Coordinator	11/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Nov 23, 2021 08:01 MST)	Chief Procurement Officer	Nov 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202048**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500306)**

Description: **Second amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D17045/2 for L500306 "Agua Fria - South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **Oct. 18, 2019** Term End Date: **December 31, 2021**

☑ Approved by Council Date: **Sept. 30, 2019**

Contract / Lease: $587,667.00

Amendment # **2** to the Original Contract / Lease # **D17045**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **December 31, 2022**

☐ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Extending termination date of MAP Cooperative Agreement from December 31, 2021 to December 31, 2022.

3. **Procurement History:**

Fran Dunaway (Nov 23, 2021 08:01 MST) — Nov 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A** Coop. Agree w/ NMDOT exempt pursuant to NMSA 1978, 13-1-98A Local Pub Body to Gov entity.

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Nov 22, 2021 15:33 MST) — Nov 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: November 4, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 4, 2021 13:59 MDT)
Regina Wheeler, Public Works Department Director

From: Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator

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: $ 587,667

Term: 12/13/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Nov 4, 2021 15:58 MDT)
Fran Dunaway, Chief Procurement Officer

FIR No. 10300

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Agua Fria South Meadows Second MAP Grant Extension

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 11/05/21 Phone: 955-6654

Reviewed by City Attorney: Eric M. Jay Date: Nov 27, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
This Resolution requests extending the termination date of NMDOT Municipal Arterial Program Cooperative Agreement No. D17045/2 for Project L500306"Agua Fria-South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022 due to the engineering design not being complete. The City's project consultants are still working on obtaining right-of-way certification from NMDOT.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose $440,750.00 of construction funding which will cause more delay in completing the project.

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

Performance and Administrative Implications:
The City will need to find other ways to replace the funds that would be lost if this Resolution is not approved.

Fiscal Implications:
If Resolution is not approved, the City will lose $440,750.00 of construction funding.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

There are no increased costs associated with this Resolution because staff is only requesting to extend the termination date of the Agreement.

Revenue

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

Revenue Narrative:

None.

Signature:

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

Signature:

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

City of Santa Fe, New Mexico
Memorandum

DATE: November 4, 2021

TO: Governing Body
Finance Committee
Public Works & Utilities Committee

VIA: Regina Wheeler, Public Works Department Director

FROM: Tom Graham, ADA Coordinator / Project Administrator TMG

RE: Term Extension of Municipal Arterial Program Cooperative Agreement D17045/2 for Project L500306 "Agua Fria-South Meadows Intersection Improvements"

ITEM AND ISSUE:
Request for Approval of Resolution and Cooperative Agreement for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding: (Thomas Graham, ADA Coordinator tmgraham@santafenm.gov 505-955-6654)

1.) CONSIDERATION OF RESOLUTION NO. 2021-___, (COUNCILOR RIVERA AND COUNCILOR ABEYTA)
A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

2.) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT # 3202845) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT. AMENDMENT IS FOR EXTENSION OF AGREEMENT TERM ONLY TO DECEMBER 31, 2022 AND NO ADDITIONAL FUNDING.

BACKGROUND AND SUMMARY:

The City of Santa Fe received a FY2019/2020 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D17045) from NMDOT in the amount of $587,667.00 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements" at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of $440,750.00 and requires a 25% City match of $146,917.00. This Agreement which terminated on June 30, 2020 was approved by the City Council via Resolution No. 2018-49. The Term of the Cooperative Agreement was amended via Resolution No. 2020-4 and terminates on December 31, 2021.

City of Santa Fe, New Mexico
Memorandum

The Agua Fria-South Meadows Intersection Improvements Project will upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, the connection to NM 599/County Road 62 Interchange, and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

This amendment extends the Agreement until December 31, 2022. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of the year. Construction is estimated to begin in the spring of 2022.

PROCUREMENT METHOD:
The procurement method is through RFP#18/17/P.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202048.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: CIP Streets/Fund 330
Munis Org Name/Number: Streets Roadways/3309980
Munis Object Name/Number: WIP Construction/572960

ACTION REQUESTED:
The Roadway and Trails Division of the Public Works Department respectfully requests your review and approval of:

Item 1.) a Resolution requesting a time extension for the MAP Cooperative Agreement Grant (CN L500306) with NMDOT.

Item 2.) the Amendment No. 2 to the Cooperative Agreement (CN L500306) with NMDOT.

ATTACHMENTS:
Resolution
Amendment 2
Amendment 1 20-0094
Original Cooperative Agreement 18-1060
FIR
Summary of Contracts
Procurement Checklist
Exemption Determination Request 13-1-98-A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, in FY 2018/2019 the City of Santa Fe ("City") received $440,750.00 through the NMDOT Municipal Arterial Program ("MAP") grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00 for Project Control L500306 "Agua Fria St.-South Meadows Rd Intersection Improvements Project" via Cooperative Agreement D17045 ("Agreement"); and

WHEREAS, the City approved the Agreement via Resolution No. 2018-49; and

WHEREAS, it is necessary to coordinate the construction of the intersection improvements at Agua Fria Street and South Meadows Road ("Project") with the construction of improvements at the intersection of Agua Fria Street and Cottonwood Drive; and

WHEREAS, the construction of the improvements at Agua Fria Street and Cottonwood Drive are planned for 2022; and

WHEREAS, the Governing Body approved an Amendment for Term extension to December 31, 2021 for the Agreement via Resolution 2020-4; and

WHEREAS, the City intends to complete the construction of the improvements at Agua Fria Street and South Meadows Road in 2022; and

WHEREAS, it is necessary for the City to request a time extension of this funding from December 31, 2021 to December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY TILE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests a 12-month time extension of the Project MAP award from the NMDOT to December 31, 2022.

BE IT FURTHER RESOLVED that the City accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project to the extent permitted by law.

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

_____

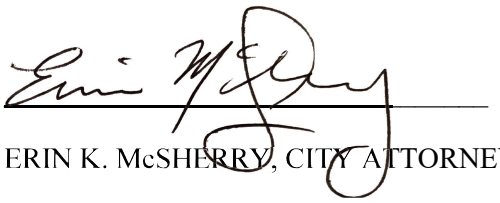
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Agua Fria South Meadows Second MAP Grant Extension

ITEM # 20-0094

Contract No.	**D17045/1**
Vendor No.	**0000054360**
Project No.	**MAP-7649(905)**
Control No.	**L500306**

FIRST AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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 6, Term, is deleted and replaced with the following:

> **6. Term.**
> This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

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.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: 3/17/20
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Hurt Date: 3-12-20
Assistant General Counsel

City of Santa Fe

By: _____ Date: 2/25/2020

Name: ALAN WEBBER

Title: MAYOR

ATTEST:

By: Yolanda Y. Vigil Date: 3-2-20
City Clerk
CCmtg 1/29/20

APPROVED AS TO FORM:

10/17/17

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

3309980.490150.3309980.572960
Project ST 183300S
Business Unit/ Line Item

Contract No.	**D17045/2**
Vendor No.	**54360**
Control No.	**L500306**

SECOND AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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 6, Term, is deleted and replaced with the following:

6. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City Clerk

City Attorney's Office:
By: Marcos Martinez Date: Nov 8, 2021
Marcos Martinez (Nov 8, 2021 08:56 MST)
Senior Assistant City Attorney

Approved for Finances:
By:_____ Date:_____
Finance Director

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second Amendment to MAP Cooperative Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Tom Graham

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:

Tom Graham	ADA Coordinator	11/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Nov 23, 2021 08:01 MST)	Chief Procurement Officer	Nov 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202048**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500306)**

Description: **Second amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D17045/2 for L500306 "Agua Fria - South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **Oct. 18, 2019** Term End Date: **December 31, 2021**

☑ Approved by Council Date: **Sept. 30, 2019**

Contract / Lease: $587,667.00

Amendment # **2** to the Original Contract / Lease # **D17045**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **December 31, 2022**

☐ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Extending termination date of MAP Cooperative Agreement from December 31, 2021 to December 31, 2022.

3. **Procurement History:**

Fran Dunaway (Nov 23, 2021 08:01 MST) — Nov 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A** Coop. Agree w/ NMDOT exempt pursuant to NMSA 1978, 13-1-98A Local Pub Body to Gov entity.

4. **Funding Source:** **3309980 Project ST 18330AT** **Org / Object:** **3309980.490150**

Andy Hopkins (Nov 22, 2021 15:33 MST) — Nov 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: **Tom Graham** Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: November 4, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 4, 2021 13:59 MDT)
Regina Wheeler, Public Works Department Director

From: Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator

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: $ 587,667

Term: 12/13/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Nov 4, 2021 15:58 MDT)
Fran Dunaway, Chief Procurement Officer

FIR No. 10300

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Agua Fria South Meadows Second MAP Grant Extension

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 11/05/21 Phone: 955-6654

Reviewed by City Attorney: _____ Date: Nov 27, 2021

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:
This Resolution requests extending the termination date of NMDOT Municipal Arterial Program Cooperative Agreement No. D17045/2 for Project L500306"Agua Fria-South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022 due to the engineering design not being complete. The City's project consultants are still working on obtaining right-of-way certification from NMDOT.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose $440,750.00 of construction funding which will cause more delay in completing the project.

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

Performance and Administrative Implications:
The City will need to find other ways to replace the funds that would be lost if this Resolution is not approved.

Fiscal Implications:
If Resolution is not approved, the City will lose $440,750.00 of construction funding.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

There are no increased costs associated with this Resolution because staff is only requesting to extend the termination date of the Agreement.

Revenue

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

Revenue Narrative:

None.

Signature:

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

Signature:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta) A Resolution Requesting a Time Extension for a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500306 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Thomas Graham, ADA Coordinator: tmgraham@santafenm.gov, 955-6654)

Committee		**Review:**
Introduced:		11/10/21
Finance	Committee:	11/29/21
Governing Body: 12/08/21		

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe New Mexico
Memorandum

Date: November 17, 2021

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

Via: Regina Wheeler, Public Works Department Director RW

From: Romella Glorioso-Moss, PhD, AICP, Project Administrator, Senior RGM

RE: Canada Rincon Trail City Right-of-Way

ITEM AND ISSUE:
Request for Approval of a Resolution Regarding the Public Use Requirement for Constructing Canada Rincon Trail Between Calle Mejia and Camino Francisca Streets.

BACKGROUND AND SUMMARY:
In 2020, the City received $900,000 Active Transportation and Recreational Program federal funding administered by the New Mexico Department of Transportation ("NMDOT") to construct S100660 Canada Rincon Trail between Calle Mejia and Camino Francisca Streets. Public Works Roadway and Trails has recently obtained NMDOT final approval of the design plan based on a conditional right of way ("ROW") certification. NMDOT has given the City until January 2022 to obtain full ROW certification to proceed with construction. As per NMDOT ROW certification requirement, the City needs to confirm via a resolution that all trail improvements that will be constructed on City-owned properties will be open for use by the public as City ROW. Failing to do so, the City would have to return the funding by March 2022 as per 23 CFR § 630.112(c)(1).

ACTION REQUESTED:
To approve the resolution regarding public use requirement for the Canada Rincon Trail Project.

ATTACHMENTS:
Resolution
NMDOT Approved ROW Survey Maps
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilwoman Renee Villarreal

A RESOLUTION

DESIGNATING CERTAIN PROPERTY FOR PUBLIC USE PURSUANT TO THE REQUIREMENTS FOR CAÑADA RINCON MULTI-USE TRAIL PROJECT.

WHEREAS, the City of Santa Fe ("City") is a municipal organization duly organized and existing as a municipal corporation under and by virtue of the laws of the State of New Mexico; and

WHEREAS, the City's Governing Body is the duly recognized governing body acting with authority for the City and responsible for the exercise of its governmental powers; and

WHEREAS, for the Cañada Rincon Multi-Use Trail Project, Control No. S100660 ("Project"), the City is using local funds for design and right of way acquisition, and has received Federal Funds for construction from the New Mexico Transportation Alternatives Program ("TAP") administered by the New Mexico Department of Transportation ("NMDOT"); and

WHEREAS, receipt of the TAP Funds requires that the Project must be dedicated and open for public use; and

WHEREAS, the City of Santa Fe has identified the real property interests necessary for

the construction of the Project; and

WHEREAS, the Right of Way maps for the Project identify ten acquisition areas owned by the City, which property is identified as Parcels 2-ESMT-1, 3-ESMT-1, 2-CME-2A, 2-CME-2B, 2-CME-2C, 2-CME-2D, 3-CME-2A, 3-CME-2B, 3-CME-2C and 3-CME-2D which is depicted in Exhibit A; and

WHEREAS, Parcels 2-ESMT-1, 3-ESMT-1, 2-CME-2A, 2-CME-2B, 2-CME-2C, 2-CME-2D, 3-CME-2A, 3-CME-2B, 3-CME-2C and 3-CME-2D are owned by the City.

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

1. The City hereby confirms the City property upon which the Project is planned to be constructed shall be dedicated for public use; and

2. Parcels 2-ESMT-1, 3-ESMT-1, 2-CME-2A, 2-CME-2B, 2-CME-2C, 2-CME-2D, 3-CME-2A, 3-CME-2B, 3-CME-2C and 3-CME-2D, which property is depicted on Exhibit A, shall be dedicated as public right-of-way.

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

_____

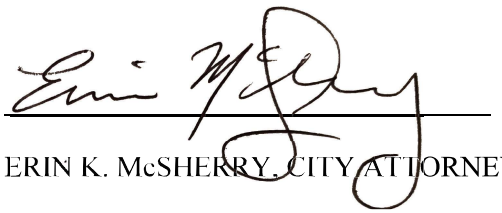
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Cañada Rincon Trail Dedication

FIR No. 10343

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Cañada Rincon Trail

Sponsor(s): Councilor Lindell and Councilwoman Villarreal

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 09/08/21 Phone: 955-6623

Reviewed by City Attorney: _____ Date: Nov 17, 2021

Reviewed by Finance Director: _____ Date: Nov 19, 2021

Summary:
This Resolution designates certain City property for public use as part of the construction of the Cañada **Rincon Trail. The designation of property for this purpose complies with the NMDOT Transportation Alternative Program funding agreement approved by the Governing Body on May 11, 2021.**

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The Cañada Rincon Trail will not be constructed. Or, the City will have to fund 100% of the cost for constructing the Trail, which is currently estimated at $1.25 M.

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

Performance and Administrative Implications:
None identified after this Resolution is submitted to NMDOT.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

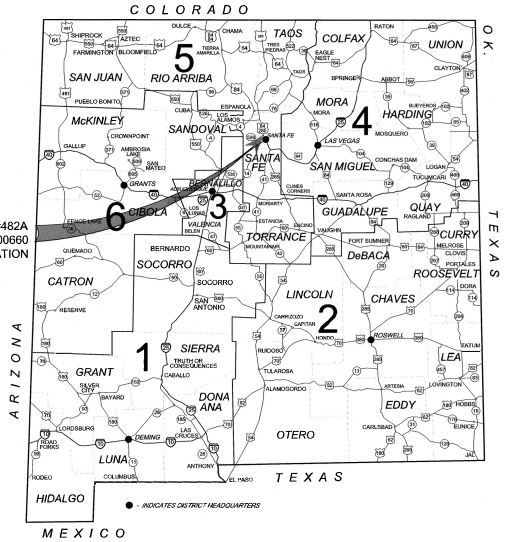
Revenue

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

Revenue Narrative:

EASEMENT MAPS
N.M.P.# / PCN S100660 / CIP #482A
CANADA RINCON MULTI-USE TRAIL
LENGTH OF PROJECT 0.2842 MILES
LENGTH OF RIGHT-OF-WAY 0.2307 MILES

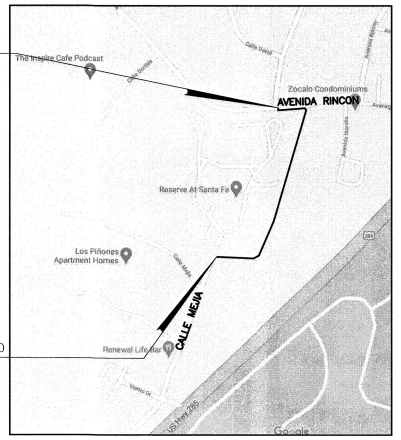
	INDEX OF SHEETS
No.	DESCRIPTION
1	TITLE SHEET
1A	PARCEL BLOCK SHEET
2	B.O.P. STA. 10+00.00 to STA. 15+00.00
3	STA. 15+00.00 to E.O.P. 25+00.39



VICINITY MAP
N.T.S.

END CONSTRUCTION STA. 25+00.39
MULTI-USE TRAIL SURVEY ℄

BEGIN CONSTRUCTION STA. 10+00.00
MULTI-USE TRAIL SURVEY ℄



LOCATION MAP
N.T.S.

APPROVED FOR ACQUISITION

EFFECTIVE August 5 , 20 21

LANDS ENGINEERING MANAGER
FOR THE SECRETARY OF THE
DEPARTMENT OF TRANSPORTATION

EASEMENT MAPS PREPARED BY:
WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			
REVISIONS (OR CHANGE NOTICES)			

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY

PCN S100660

PARCEL BLOCK SHEET

MULTI–USE TRAIL EASEMENTS

PARCEL NUMBER	OWNER	AREA sq.ft.	AREA acres	AREA REMAINDER acres	LARGER PARCEL acres
2-ESMT-1	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	4,125	0.0947	7.7353	7.8300 *,**,***
3-ESMT-1	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	8,064	0.1851	7.6449	7.8300 *,**,***

TEMPORARY CONSTRUCTION PERMITS

PARCEL NUMBER	OWNER	AREA sq.ft.	AREA acres	AREA REMAINDER acres	LARGER PARCEL acres
2-TCP-1A	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	971	0.0223	16.2777	16.3000 *,**
2-TCP-1B	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	2,018	0.0463	16.2537	16.3000 *,**

CONSTRUCTION MAINTENANCE EASEMENTS

PARCEL NUMBER	OWNER	AREA sq.ft.	AREA acres	AREA REMAINDER acres	LARGER PARCEL acres
2-CME-1A	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	419	0.0096	16.2904	16.3000 *,**
2-CME-1B	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	8,713	0.2000	16.1000	16.3000 *,**
2-CME-2A	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	80	0.0018	7.8282	7.8300 *,**
2-CME-2B	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	407	0.0093	7.8207	7.8300 *,**
2-CME-2C	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	471	0.0108	7.8192	7.8300 *,**
2-CME-2D	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	1,940	0.0445	7.7855	7.8300 *,**
3-CME-1A	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	1,876	0.0431	16.2569	16.3000 *,**
3-CME-1B	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	100	0.0023	16.2977	16.3000 *,**
3-CME-1C	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	3,668	0.0842	16.2158	16.3000 *,**
3-CME-2A	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	357	0.0082	7.8218	7.8300 *,**
3-CME-2B	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	245	0.0056	7.8244	7.8300 *,**
3-CME-2C	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	165	0.0038	7.8262	7.8300 *,**
3-CME-2D	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	322	0.0074	7.8226	7.8300 *,**

EASEMENT MAPS PREPARED BY:
WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

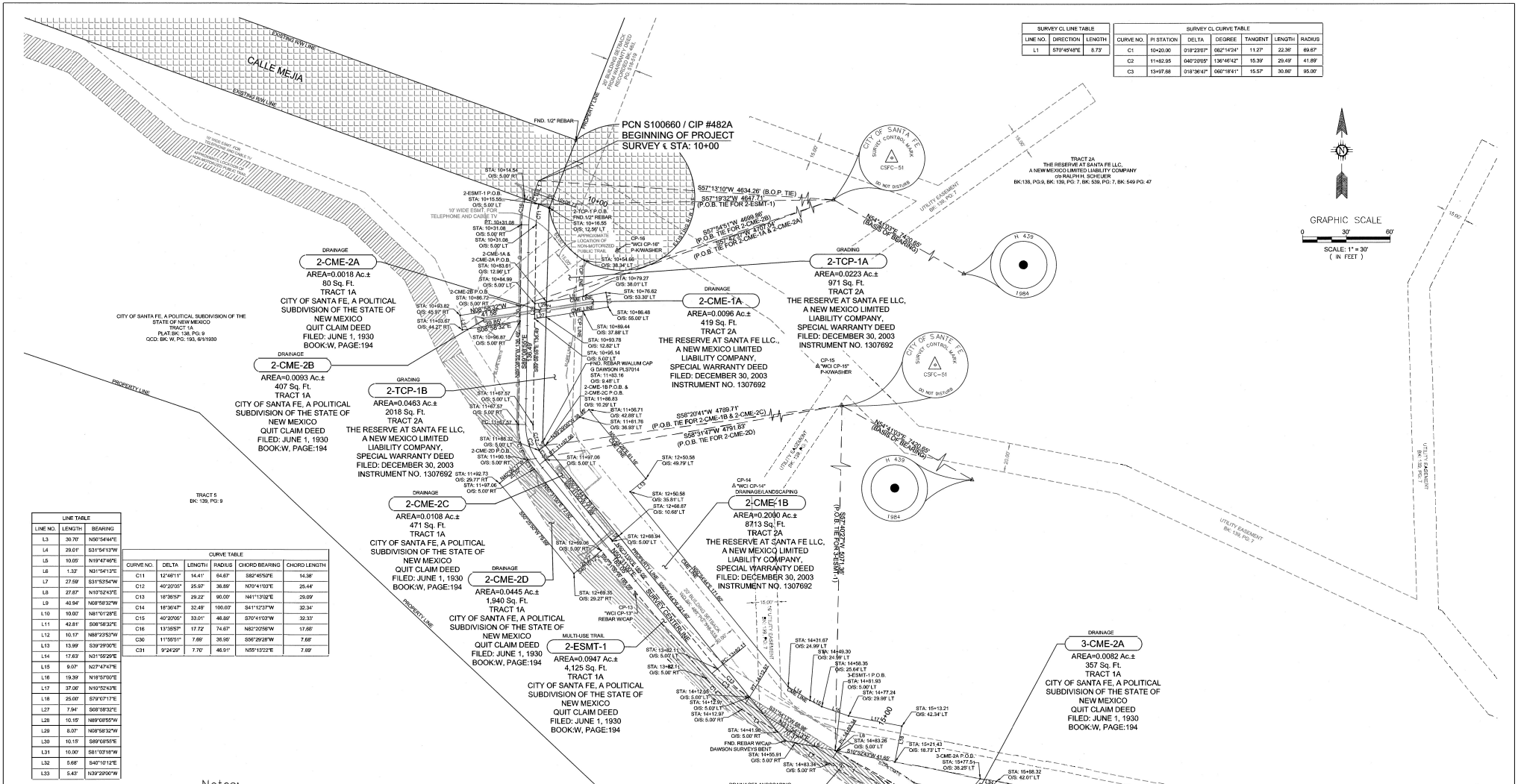
REVISIONS (OR CHANGE NOTICES)

NOTE:
LARGER PARCEL AREAS WERE OBTAINED FROM:
PROPERTY TAX OF RECORDS: *
RECORDED PLAT (AS SHOWN ON MAPS): **
RECORDED DEED (AS SHOWN ON MAPS): ***
FIELD SURVEY DATA: ****

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY

PCN S100660



SURVEY CL LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S70°45'48"E	8.73'

SURVEY CL CURVE TABLE						
CURVE NO.	PI STATION	DELTA	DEGREE	TANGENT	LENGTH	RADIUS
C1	10+20.00	018°23'07"	082°14'24"	11.27'	22.36'	69.67'
C2	11+62.95	040°20'05"	136°46'42"	15.39'	29.49'	41.89'
C3	13+97.68	018°36'47"	060°18'41"	15.57'	30.86'	95.00'

LINE TABLE		
LINE NO.	LENGTH	BEARING
L3	30.76'	N56°54'44"E
L4	29.01'	S31°54'13"W
L5	10.05'	N19°47'46"E
L6	1.33'	N31°54'13"E
L7	27.59'	S31°53'54"W
L8	27.87'	N10°52'43"E
L9	40.94'	N08°58'32"W
L10	10.00'	N81°01'28"E
L11	42.81'	S08°58'32"E
L12	10.17'	N88°20'53"W
L13	13.99'	S39°29'00"E
L14	17.63'	N31°56'29"E
L15	9.07'	N27°47'47"E
L16	19.39'	N16°57'00"E
L17	37.06'	N10°52'43"E
L18	25.00'	S79°07'17"E
L27	7.94'	S08°58'32"E
L28	10.15'	N89°08'55"W
L29	8.07'	N08°58'32"W
L30	10.15'	S89°08'55"E
L31	10.00'	S81°03'16"W
L32	5.68'	S40°10'12"E
L33	5.43'	N39°29'00"W

CURVE TABLE					
CURVE NO.	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C11	12°46'11"	14.41'	64.67'	S82°46'50"E	14.38'
C12	40°20'05"	25.97'	36.89'	N70°41'03"E	25.44'
C13	18°35'57"	29.22'	90.00'	N41°13'02"E	29.09'
C14	18°36'47"	32.49'	100.00'	S41°12'37"W	32.34'
C15	40°20'05"	33.01'	46.89'	S70°41'03"W	32.33'
C16	13°35'57"	17.72'	74.67'	N82°20'56"W	17.68'
C30	11°55'51"	7.69'	36.95'	S56°29'28"W	7.68'
C31	9°24'29"	7.70'	46.91'	N55°13'22"E	7.69'

Notes:

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
2. BEARINGS ARE NEW MEXICO STATE PLANE GRID CENTRAL ZONE (NAD83) SCALED TO GROUND USING A CGGF=1.0004246853.
3. BASIS OF BEARING: N.54°41'03"E, FROM SANTA FE COUNTY CONTROL MONUMENT CSFC 51 TO SANTA FE COUNTY CONTROL MONUMENT H 439.
4. DATE OF FIELD SURVEY: APRIL, 2021.
5. ALL STATIONS SHOWN FOR EXISTING MONUMENTS ARE TO SURVEY CENTERLINE UNLESS OTHERWISE NOTED. ALL STATIONS SHOWN FOR NEW EASEMENT FEATURES ARE TO SURVEY CENTERLINE UNLESS OTHERWISE NOTED.
6. /EASEMENT DIMENSIONS ARE FROM THE SURVEY CENTERLINE.
7. BASIS OF STATIONING FOR SURVEY CENTERLINE DERIVED FROM CONSTRUCTION CENTERLINE.

Legend:

- CONTROL POINT
- FOUND PROPERTY CORNER
- PROPOSED NON-MOTORIZED TRAIL EASEMENT LINE
- CONSTRUCTION MAINTENANCE EASEMENT LINE
- TEMPORARY CONSTRUCTION PERMIT LINE
- EXISTING EASEMENT LINE
- SLOPE LIMITS LINE
- PORTION OF NON-MOTORIZED TRAIL EASEMENT TO BE VACATED BY THIS PLAT
- PORTION OF NON-MOTORIZED TRAIL EASEMENT TO REMAIN
- EXISTING 50' RIGHT OF WAY FOR CALLE MEJIA BK: 125, PG: 23
- EXISTING 80' ROADWAY AND UTILITY EASEMENT BK: 138, PG: 9, (AVENIDA RINCON)

EASEMENT MAPS PREPARED BY:

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

REVISIONS (OR CHANGE NOTICES)

FOR OWNERS NAME AND AREAS FOR PARCEL NUMBERS SHOWN SEE SHEET 1A OF 3.

SANTA FE GRANT
SANTA FE COUNTY
PROJECTED SECTION 14
TOWNSHIP 19 NORTH, RANGE 9 EAST

SURVEYOR'S CERTIFICATION

I CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND THAT THESE EASEMENT MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION FROM MAY 2021 TO JUNE 2021, CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR EASEMENT SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF EASEMENT REQUIRED BY PROJECT NUMBER: PCN S100660.

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

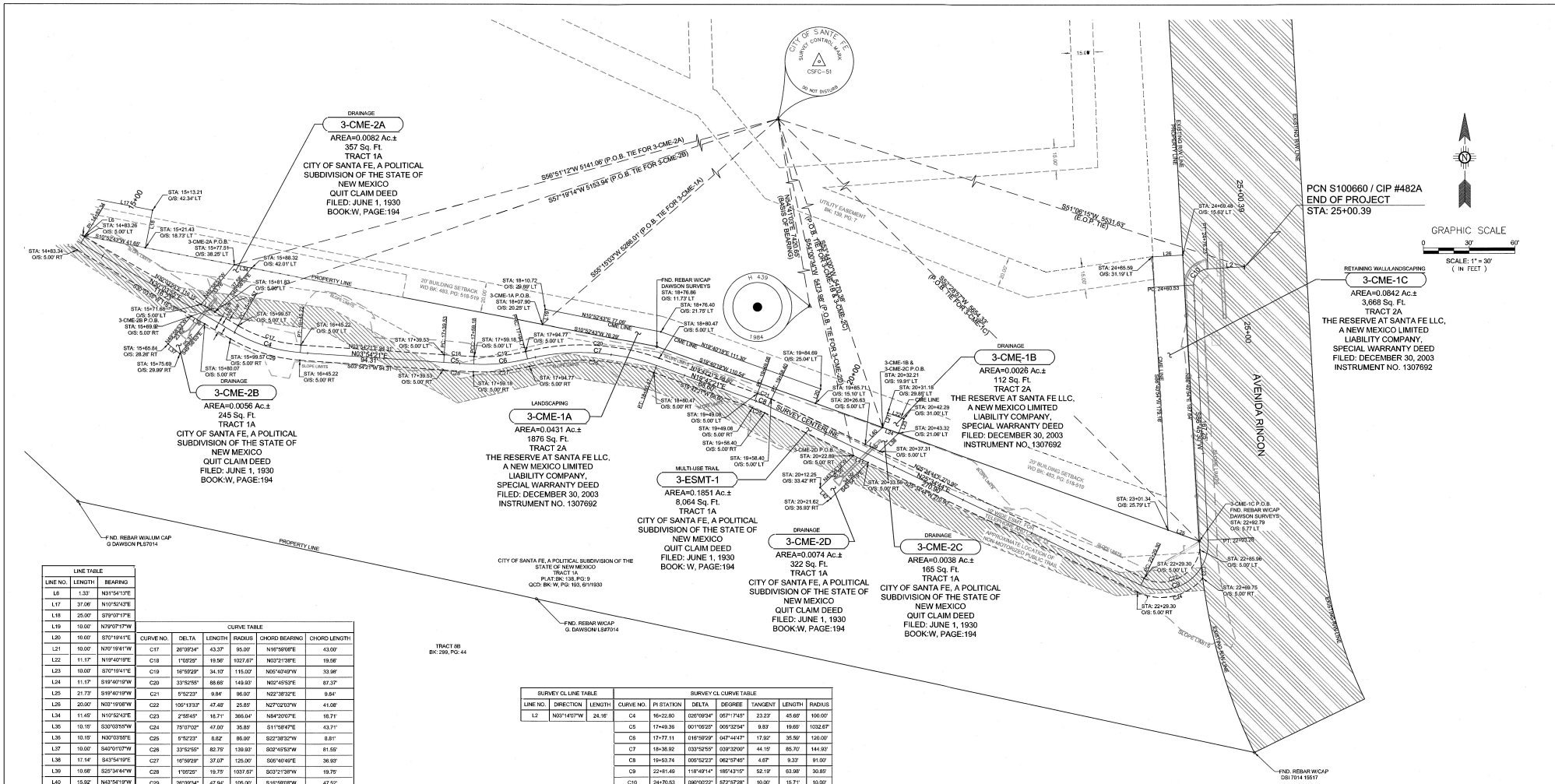
8-3-21

BENJAMIN A. ARAGON N.M.P.S. 15268 DATE
4401 MASTHEAD ST NE, SUITE 150
ALBUQUERQUE, N.M. 87109
PH: 1 (505) 348-4000

PCN S100660

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY
SCALE 1"=30' SHEET 2 OF 3



LINE TABLE		
LINE NO.	LENGTH	BEARING
L6	1.33'	N31°54'13"E
L17	37.06'	N10°52'43"E
L18	25.00'	S79°07'17"E
L19	10.00'	N79°07'17"W
L20	10.00'	S70°19'41"E
L21	10.00'	N70°19'41"W
L22	11.17'	N19°40'19"E
L23	10.00'	S70°19'41"E
L24	11.17'	S19°40'19"W
L25	21.73'	S19°40'19"W
L26	20.00'	N03°19'08"W
L34	11.45'	N10°52'43"E
L35	10.15'	S30°03'55"W
L36	10.15'	N30°03'55"E
L37	10.00'	S40°01'07"W
L38	17.14'	S43°54'19"E
L39	10.68'	S25°34'44"W
L40	15.92'	N43°54'19"W
L41	10.68'	N25°34'44"E
L42	10.00'	S46°05'41"W

CURVE TABLE					
CURVE NO.	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C17	26°09'34"	43.37'	95.00'	N16°59'08"E	43.00'
C18	1°05'25"	19.56'	1027.67'	N03°21'38"E	19.56'
C19	16°59'29"	34.10'	115.00'	N05°40'49"W	33.98'
C20	33°52'55"	68.68'	149.93'	N02°45'53"E	67.37'
C21	5°52'23"	9.84'	96.00'	N22°38'32"E	9.84'
C22	106°13'33"	47.48'	25.85'	N27°02'03"W	41.06'
C23	2°58'45"	18.71'	366.04'	N84°20'07"E	18.71'
C24	75°07'02"	47.00'	35.85'	S11°58'47"E	43.71'
C25	5°52'23"	8.82'	86.00'	S22°38'32"W	8.81'
C26	33°52'55"	82.79'	139.93'	S02°45'53"W	81.59'
C27	16°59'29"	37.07'	125.00'	S05°40'49"E	36.93'
C28	1°05'25"	19.75'	1037.67'	S03°21'38"W	19.75'
C29	26°09'34"	47.94'	105.00'	S16°59'08"W	47.52'

SURVEY CL LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L2	N03°14'07"W	24.16'

SURVEY CL CURVE TABLE						
CURVE NO.	PI STATION	DELTA	DEGREE	TANGENT	LENGTH	RADIUS
C4	16+22.80	026°09'34"	057°17'45"	23.23'	45.68'	100.00'
C5	17+49.36	001°05'25"	005°32'54"	9.83'	19.65'	1032.67'
C6	17+77.11	016°59'29"	047°44'47"	17.92'	35.59'	120.00'
C7	18+38.92	033°52'55"	039°33'06"	44.15'	85.70'	144.93'
C8	19+53.74	006°52'23"	062°57'46"	4.87'	9.33'	91.00'
C9	22+81.49	118°49'14"	185°42'15"	52.19'	63.98'	30.85'
C10	24+70.53	090°00'22"	572°57'28"	10.00'	15.71'	10.00'

Notes:

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
2. BEARINGS ARE NEW MEXICO STATE PLANE GRID CENTRAL ZONE (NAD83) SCALED TO GROUND USING A CSGF=1.000428693.
3. BASIS OF BEARING: N.54°41'03"E. FROM SANTA FE COUNTY CONTROL MONUMENT CSFC 51 TO SANTA FE COUNTY CONTROL MONUMENT H 439.
4. DATE OF FIELD SURVEY: APRIL, 2021.
5. ALL STATIONS SHOWN FOR EXISTING MONUMENTS ARE TO SURVEY CENTERLINE UNLESS OTHERWISE NOTED. ALL STATIONS SHOWN FOR NEW EASEMENT FEATURES ARE TO SURVEY CENTERLINE UNLESS OTHERWISE NOTED.
6. EASEMENT DIMENSIONS ARE FROM THE SURVEY CENTERLINE.
7. BASIS OF STATIONING FOR SURVEY CENTERLINE DERIVED FROM CONSTRUCTION CENTERLINE.

Legend:

- CONTROL POINT
- FOUND PROPERTY CORNER
- PROPOSED NON-MOTORIZED TRAIL EASEMENT LINE
- CONSTRUCTION MAINTENANCE EASEMENT LINE
- TEMPORARY CONSTRUCTION PERMIT LINE
- EXISTING EASEMENT LINE
- SLOPE LIMITS LINE
- PORTION OF NON-MOTORIZED TRAIL EASEMENT TO BE VACATED BY THIS PLAT
- PORTION OF NON-MOTORIZED TRAIL EASEMENT TO REMAIN
- EXISTING 50' RIGHT OF WAY FOR CALLE MEJIA BK: 125, PG: 23
- EXISTING 80' ROADWAY AND UTILITY EASEMENT BK: 138, PG: 9, (AVENIDA RINCON)

EASEMENT MAPS PREPARED BY:
WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

REVISIONS (OR CHANGE NOTICES)

FOR OWNERS NAME AND AREAS FOR PARCEL NUMBERS SHOWN SEE SHEET 1A OF 3.

SANTA FE GRANT
SANTA FE COUNTY
PROJECTED SECTION 14
TOWNSHIP 19 NORTH, RANGE 9 EAST

SURVEYOR'S CERTIFICATION

I CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND THAT THESE EASEMENT MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION FROM MAY 2021 TO JUNE 2021, CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR EASEMENT SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF EASEMENT REQUIRED BY PROJECT NUMBER: PCN S100660.

BENJAMIN A. ARAGON N.M.P.S. 15268 — DATE 8-3-21
4401 MASTHEAD ST NE, SUITE 150
ALBUQUERQUE, N.M. 87109
Ph: 1 (505) 348-4000

PCN S100660

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY
SCALE 1"=30' SHEET 3 OF 3

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(MULTI-USE TRAIL)
2-ESMT-1
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book W, Page 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on a curve on the Northwest corner of said tract herein described also being a point on the Eastern Existing (2021) Right of Way line of Calle Mejia, said point being on survey centerline Station 10+15.55, Offset 5.00 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°19'32"W. 4647.71 feet distant; thence from said Point of Beginning,

14.41 feet on a curve to the left having Radius of 64.67 feet and Delta Angle of 12°46'11", (Chord Bearing S.82°45'50"E., Chord Distance 14.38 feet); to a point of tangency at Station 10+31.08, Offset 5.00 feet left; thence,

S.89°08'55"E., a distance of 136.49 feet to a point of curvature at Station 11+67.57, Offset 5.00 feet left; thence,

25.97 feet on a curve to the left having Radius of 36.89 feet and Delta Angle of 40°20'05", (Chord Bearing N.70°41'03"E., Chord Distance 25.44 feet); to a point of tangency at Station 11+97.06, Offset 5.00 feet left; thence,

N.50°31'00"E., a distance of 185.05 feet to a point of curvature at Station 13+82.11, Offset 5.00 feet left; thence,

29.22 feet on a curve to the left having Radius of 90.00 feet and Delta Angle of 18°35'57", (Chord Bearing N.41°13'02"E., Chord Distance 29.09 feet); to an angle point at Station 14+12.95, Offset 5.00 feet left; thence along the Eastern boundary of The Reserve at Santa Fe LLC,

N.50°54'44"E., a distance of 30.70 feet to an angle point at Station 14+41.98, Offset 5.00 feet right; thence leaving said Eastern boundary of The Reserve at Santa Fe LLC,

S.31°54'13"W., a distance of 29.01 feet to a point of curvature at Station 14+12.97, Offset 5.00 feet right; thence,

32.49 feet on a curve to the right having Radius of 100.00 feet and Delta Angle of 18°36'47", (Chord Bearing S.41°12'37"W., Chord Distance 32.34 feet); to an angle point at Station 13+82.11, Offset 5.00 feet right; thence

S.50°31'00"W., a distance of 185.05 feet to a point of curvature at Station 11+97.06, Offset 5.00 feet right; thence,

33.01 feet on a curve to the right having Radius of 46.89 feet and Delta Angle of 40°20'05", (Chord Bearing S.70°41'03"W., Chord Distance 32.33 feet); to a point of tangency at Station 11+67.57, Offset 5.00 feet right; thence

N.89°08'55"W., a distance of 136.49 feet to a point of curvature at Station 10+31.08, Offset 5.00 feet right; thence,

17.72 feet on a curve to the right having Radius of 74.67 feet and Delta Angle of 13°35'57", (Chord Bearing N.82°20'56"W., Chord Distance 17.68 feet); to an angle point on the Eastern Existing (2021) Right of Way line of Calle Mejia Road at Station 10+14.54, Offset 5.00 feet right; thence along said Eastern Right of way line,

N.19°47'46"E. a distance of 10.05 feet to the Point of Beginning;

Said tract contains 4,125 Square Feet or 0.0947 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21

Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(MULTI-USE TRAIL)
3-ESMT-1
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book W, Page 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC,., said point being on survey centerline Station 14+81.93, Offset 5.00 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°40'27"W. 5071.36 feet distant; thence from said Point of Beginning,

N.31°54'13"E., a distance of 1.33 feet to an angle point at Station 14+83.26, Offset 5.00' left; thence,

N.30°03'55"E., a distance of 116.15 feet to a point of curvature at Station 15+99.57, Offset 5.00' left; thence,

43.37 feet on a curve to the left having Radius of 95.00 feet and Delta Angle of 26°09'34", (Chord Bearing N.16°59'08"E., Chord Distance 43.00 feet); to a point of tangency at Station 16+45.22, Offset 5.00 feet left; thence,

N.03°54'21"E., a distance of 94.31 feet to a point of curvature at Station 17+39.53, Offset 5.00' left; thence,

19.56 feet on a curve to the left having Radius of 1027.67 feet and Delta Angle of 01°05'25", (Chord Bearing N.03°21'38"E., Chord Distance 19.56 feet); to a point of compound curvature at Station 17+59.18, Offset 5.00 feet left; thence,

34.10 feet on a curve to the left having Radius of 115.00 feet and Delta Angle of 16°59'29", (Chord Bearing N.05°40'49"W., Chord Distance 33.98 feet); to a point of reverse curvature at Station 17+94.77, Offset 5.00 feet left; thence,

88.66 feet on a curve to the right having Radius of 149.93 feet and Delta Angle of 33°52'55", (Chord Bearing N.02°45'53"E., Chord Distance 87.37 feet); to a point of tangency at Station 18+80.47, Offset 5.00 feet left; thence,

N.19°42'21"E., a distance of 68.60 feet to a point of curvature at Station 19+49.08, Offset 5.00' left; thence,

9.84 feet on a curve to the right having Radius of 96.00 feet and Delta Angle of 05°52'23", (Chord Bearing N.22°38'32"E., Chord Distance 9.84 feet); to a point of tangency at Station 19+58.40, Offset 5.00 feet left; thence,

N.25°34'44"E., a distance of 270.90 feet to a point of curvature at Station 22+29.30, Offset 5.00' right; thence,

47.48 feet on a curve to the left having Radius of 25.85 feet and Delta Angle of 105°13'33", (Chord Bearing N.27°02'03"W., Chord Distance 41.08 feet); to a point on a non-tangent curve and being the Southern line of an Existing 80 foot wide Access and Utility Easement, recorded in Bk:138, Pg. 009 with the Santa Fe County Clerk, at Station 22+85.96, Offset 5.00 feet left; thence along said Easement line,

18.71 feet on a curve to the left having Radius of 366.04 feet and Delta Angle of 02°55'45", (Chord Bearing N.84°20'07"E., Chord Distance 18.71 feet); to a point on a non-tangent curve at Station 22+69.75, Offset 5.00 feet right; thence leaving said Easement line,

47.00 feet on a curve to the right having Radius of 35.85 feet and Delta Angle of 75°07'02", (Chord Bearing S.11°58'47"E., Chord Distance 43.71 feet); to a point of tangency at Station 22+29.30, Offset 5.00 feet right; thence

S.25°34'44"W., a distance of 270.90 feet to a point of curvature at Station 19+58.40, Offset 5.00' right; thence,

8.82 feet on a curve to the left having Radius of 86.00 feet and Delta Angle of 05°52'23", (Chord Bearing S.22°38'32"W., Chord Distance 8.81 feet); to a point of tangency at Station 19+49.08, Offset 5.00 feet right; thence,

S.19°42'21"W., a distance of 68.60 feet to a point of curvature at Station 18+80.47, Offset 5.00' right; thence,

82.75 feet on a curve to the left having Radius of 139.93 feet and Delta Angle of 33°52'55", (Chord Bearing S.02°45'53"W., Chord Distance 81.55 feet); to a point of reverse curvature at Station 17+94.77, Offset 5.00 feet right; thence,

37.07 feet on a curve to the right having Radius of 125.00 feet and Delta Angle of 16°59'29", (Chord Bearing S.05°40'49"E., Chord Distance 36.93 feet); to a point of compound curvature at Station 17+59.18, Offset 5.00 feet right; thence,

19.75 feet on a curve to the right having Radius of 1037.67 feet and Delta Angle of 01°05'25", (Chord Bearing S.03°21'38"W., Chord Distance 19.75 feet); to a point of tangency at Station 17+39.53, Offset 5.00 feet right; thence,

S.03°54'21"W., a distance of 94.31 feet to a point of curvature at Station 16+45.22, Offset 5.00' right; thence,

47.94 feet on a curve to the right having Radius of 105.00 feet and Delta Angle of 26°09'34", (Chord Bearing S.16°59'08"W., Chord Distance 47.52 feet); to a point of tangency at Station 15+99.57, Offset 5.00 feet right; thence,

S.30°03'55"W., a distance of 116.23 feet to an angle point at Station 14+83.34, Offset 5.00' right; thence,

S.31°53'54"W., a distance of 27.59 feet to an angle point on the Eastern boundary of The Reserve at Santa Fe LLC,., at Station 14+55.91, Offset 5.00' right; thence along said Eastern boundary,

N.10°52'43"E., a distance of 27.87 feet to the Point of Beginning. Said tract contains 8064 Sq Ft or 0.1851 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21

Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

BENJAMIN M. ARAGON NEW MEXICO 15268 8-3-21 PROFESSIONAL SURVEYOR

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2A

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Western Boundary of The City of Santa Fe, a Political Subdivision of the State of New Mexico, said point being on survey centerline Station 10+83.61, Offset 12.96 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°42'37"W. 4707.04 feet distant; thence from said Point of Beginning,

S.88°23'53"E., a distance of 10.17 feet to an angle point on the northern line of proposed trail easement at Station 10+93.78, Offset 12.82 feet left; thence along said trail easement,

S.08°58'32"E., a distance of 7.94 feet to an angle point at Station 10+95.14, Offset 5.00 feet left; thence,

N.89°08'55"W., a distance of 10.15 feet to an angle point at Station 10+84.99, Offset 5.00 feet left; thence,

N.08°58'32"W., a distance of 8.07 feet to the Point of Beginning.

Said tract contains 80 Sq Ft or 0.0018 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

Ben Aragon

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2B

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 10+86.72, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°54'51"W. 4699.86 feet distant; thence from said Point of Beginning,

S.89°08'55"E., a distance of 10.15 feet to an angle point on the southern line of the proposed trail easement at Station 10+96.87, Offset 5.00 feet right; thence along said proposed trail easement,

S.08°58'32"E., a distance of 39.85 feet to an angle point at Station 11+03.67, Offset 44.27 feet right; thence,

S.81°03'18"W., a distance of 10.00 feet to an angle point at Station 10+93.82, Offset 45.97 feet right; thence,

N.08°58'32"W., a distance of 41.58 feet to the Point of Beginning.

Said tract contains 407 Sq Ft or 0.0093 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-24
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2C

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Northwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 11+86.83, Offset 10.29 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.58°20'41"W. 4789.71 feet distant; thence from said Point of Beginning,

N.50°54'44"E., a distance of 79.45 feet along said Eastern Boundary to an angle point at Station 12+68.87, Offset 10.68 feet left; thence,

S.40°10'12"E., a distance of 5.68 feet to an angle point on the Western line of a Proposed Trail Easement at Station 12+68.94, Offset 5.00 feet left; thence along said proposed trail easement,

S.50°31'00"W., a distance of 71.88 feet to a point of curvature at Station 11+97.06, Offset 5.00 feet left; thence,

7.69 feet along a curve to the right with a Radius of 36.95 feet and a Delta of 11°55'51", (Chord Bearing: S56°29'28"W, Chord Distance: 7.68 feet), to an angle point at Station 11+88.32, Offset 5.00 feet left: thence leaving said Western line of Proposed Trail Easement,

N.39°29'00"W., a distance of 5.43 feet to the Point of Beginning.

Said tract contains 471 Sq Ft or 0.0108 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8 · 3 · 21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2D

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Northwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 11+90.18, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.58°31'47"W. 4791.83 feet distant; thence from said Point of Beginning along the Eastern line of Proposed Trail Easement,

7.70 feet along a curve to the left with a Radius of 46.91 feet and a Delta of 9°24'29", (Chord Bearing: N55°13'22"E, Chord Distance: 7.69 feet), to an angle point of tangency at Station 11+97.06, Offset 5.00 feet right; thence,

N.50°31'00"E., a distance of 72.00 feet along said Eastern line of Proposed Trail Easement to an angle point at Station 12+69.06, Offset 5.00 feet right; thence leaving said Proposed Trail Easement,

S.40°10'12"E., a distance of 24.27 feet to an angle point at Station 12+69.35, Offset 29.27 feet right; thence,

S.50°25'50"W., a distance of 79.69 feet to an angle point at Station 11+92.73, Offset 29.77 feet right; thence,

N.40°06'17"W., a distance of 25.02 feet to the Point of Beginning.

Said tract contains 1,940 Sq Ft or 0.0445 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2A

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 15+77.51, Offset 38.25 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.56°51'12"W. 5141.06 feet distant; thence from said Point of Beginning along said Eastern Boundary,

N.10°52'43"E., a distance of 11.45 feet along said Eastern Boundary to an angle point at Station 15+88.32, Offset 42.01 feet left; thence leaving said Eastern Boundary,

S.49°58'53"E., a distance of 37.58 feet to an angle point on the Western line of Proposed Trail Easement at Station 15+81.83, Offset 5.00 feet left; thence along said Western line,

S.30°03'55"W., a distance of 10.15 feet to an angle point at Station 15+71.68, Offset 5.00 feet left; thence leaving said Western line,

N.49°58'53"W., a distance of 33.76 feet to the Point of Beginning.

Said tract contains 357 Sq Ft or 0.0082 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
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Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2B

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 15+69.92, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°19'14"W. 5153.94 feet distant; thence from said Point of Beginning along the Western line of a Proposed Trail Easement,

N.30°03'55"E., a distance of 10.15 feet along said Western line to an angle point at Station 15+80.07, Offset 5.00 feet right; thence leaving said Western line,

S.49°58'53"E., a distance of 25.37 feet to an angle point at Station 15+75.69, Offset 29.99 feet right; thence,

S.40°01'07"W., a distance of 10.00 feet to an angle point at Station 15+65.84, Offset 28.26 feet right; thence,

N.49°58'53"W., a distance of 23.62 feet to the Point of Beginning.

Said tract contains 245 Sq Ft or 0.0056 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
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Albuquerque, NM 87109
(505)348-4000

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2C

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

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BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 20+32.21, Offset 19.91 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.53°44'00"W. 5470.38 feet distant; thence from said Point of Beginning along said Eastern Boundary,

N.19°40'19"E., a distance of 11.17 feet to an angle point at Station 20+43.32, Offset 21.06 feet left; thence,

S.43°54'19"E., a distance of 17.14 feet to an angle point on the Western line of a Proposed Trail Easement at Station 20+37.31, Offset 5.00 feet left; thence along said Western line,

S.25°34'44"W., a distance of 10.68 feet to an angle point at Station 20+26.63, Offset 5.00 feet left; thence leaving said Western line,

N.43°54'19"W., a distance of 15.92 feet to the Point of Beginning.

Said tract contains 165 Sq Ft or 0.0038 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
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(505)348-4000

8·3·21
Date

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2D

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 20+22.89, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.54°00'34"W. 5473.98 feet distant; thence from said Point of Beginning along the Eastern line of a Proposed Trail Easement,

N.25°34'44"E., a distance of 10.68 feet to an angle point at Station 20+33.56, Offset 5.00 feet right; thence leaving said Eastern line,

S.43°54'19"E., a distance of 34.09 feet to an angle point at Station 20+21.62, Offset 36.93 feet right; thence,

S.46°05'41"W., a distance of 10.00 feet to an angle point at Station 20+12.25, Offset 33.42 feet right; thence,

N.43°54'19"W., a distance of 30.35 feet to the Point of Beginning.

Said tract contains 322 Sq Ft or 0.0074 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

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Wilson & Company, Inc.
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Albuquerque, NM 87109
(505)348-4000

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilwoman VIllarreal, and Councilor Garcia)
A Resolution Designating Certain Property for Public Use Pursuant to the Requirements for Cañada Rincon Multi-Use Trail Project. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

Committee	**Review:**
Introduced:	10/27/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe New Mexico
Memorandum

DATE: September 22, 2021

TO: Economic Development Advisory Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

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

FROM: _____
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: Las Estrellas Local Preference

ITEM & ISSUE
To accomplish the master planned development of Las Estrellas, it is desirable to align the Governing Body's goals with prospective offerors. The City will prioritize the most monetarily beneficial sale that will provide a local preference for the purchaser, lender, and builder who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations. The attached resolution provides for the minimum criteria for bidding on the land.

BACKGROUND AND SUMMARY
On December 17, 2019, the City of Santa Fe ("City") and Santa Fe Estates Incorporated, a New Mexico corporation ("Santa Fe Estates") terminated a 90-year old agreement between the parties. The City conducted an extensive due diligence process before obtaining the property. During the due diligence process, the City found that under the agreement Santa Fe Estates owed the City approximately $3,016,171. In order to pay back its debt, Santa Fe Estates agreed to: i) give the City full ownership of the remaining 248.03 of Santa Fe Estates land, ii) assign the rights of declarant under the master and residential covenant conditions and restrictions, and iii) provide for 30 acre feet of water to be deposited in the City's water bank.

The appraised value of the total 248.03 acres of land was $4,532,340.00; this consists of nine tracts of land known as: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, Tract 8B-1A. Because the effective date of appraisal is more than 12 months old, the property will be re-appraised.

The Governing Body adopted Resolution No. 2021-16 regarding the sale of properties requiring approval by Governing Body for a public announcement at a public meeting on March 10, 2021. The Resolution exempted properties already announced as "for sale" at the time of the adoption of the resolution. Las Estrellas was announced as "for sale" at the time of the adoption of the Resolution 2021-16 and is therefore is exempt from its requirements.

ACTION REQUESTED:
Staff recommends approval of the resolution attached hereto.

ATTACHMENTS:
Resolution
Special Warranty Deed
Assignment & Delegation of Declarant Rights & Status
Surveys
Fiscal Impact Report

e-Recorded 1927650 09/11/20 SFC

SPECIAL WARRANTY DEED

SANTA FE ESTATES, INCORPORATED, a New Mexico corporation, for consideration paid, grants to THE CITY OF SANTA FE, NEW MEXICO, a New Mexico municipal corporation, the address of which is 200 Lincoln Avenue, Santa Fe, New Mexico 87501, real estate in Santa Fe County, New Mexico more specifically described in Exhibit A attached hereto and made a part hereof.

SUBJECT TO all liens, encumbrances, covenants, restrictions, easements of record, and unpaid taxes for the current and subsequent years;

and as to TRACT NPR1, TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6, TRACT NPR7, TRACT 6A, and TRACT 8B-1A, specifically subject to the Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on November 6, 2003 in Book 2702, pages 831–858, Instrument No. 1299,815, as amended by the First Amendment to Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on June 17, 2004 as Instrument No. 1333332, as further amended by the Second Amendment to Las Estrellas Residential Tracts Declaration of Covenants, Conditions and Restrictions filed for record on June 20, 2017 as Instrument No. 1828853, all in the records of Santa Fe County, New Mexico;

with special warranty covenants.

SANTA FE ESTATES, INCORPORATED,
a New Mexico corporation

By: David D. Gurule, ATTORNEY-IN-FACT Dated: September 10, 2020
Name: David D. Gurule
As: Attorney-In-Fact

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020, by David D. Gurule.

My commission expires:

Notary

OFFICIAL SEAL
Charles W.N. Thompson, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: January 26, 2021

COUNTY OF SANTA FE } SPECIAL WARRANTY DEED
STATE OF NEW MEXICO } ss PAGES: 4

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:51 PM
And Was Duly Recorded as Instrument # 1927650
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - DLROMERO County Clerk, Santa Fe, NM

e-Recorded 1927650 09/11/20 SFC

EXHIBIT A
to
Special Warranty Deed

"TRACT NPR1"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR1", CONTAINING 179.5337 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 AND PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND SITUATE IN THE CITY AND COUNTY OF SANTA FE NEW MEXICO, AS SHOWN ON " LOT SPLIT NORTH PART REMAINDER TRACT FOR SANTA FE ESTATES," PREPARED BY JAMES B. SANCHEZ, NMPS,12655, ON DECEMBER 19, 2016, HAVING PROJECT No. 170911-12 SFE LS AND RECORDED ON FEBRUARY 21, 2018, IN PLAT BOOK 830, PAGES 2-3, AS INST. # 1850508, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR3"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR3," CONTAINING 17.1781 ACRES MORE OR LESS AND REING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7," PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR4"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR4", CONTAINING 3.4258 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR5"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR5", CONTAINING 1.715 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11,

e-Recorded 1927650 09/11/20 SFC

2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR6"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR6", CONTAINING 0.8608 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR7"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR7", CONTAINING 24.2737 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT 2"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 2", CONTAINING 2.050 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "LOT LINE ADJUSTMENT FOR SANTA FE ESTATES INC.," PREPARED BY JAMES J. MEDRANO, NMPS, 5217, ON MARCH 1, 1995, HAVING PROJECT No. L – 436, AND RECORDED ON NOVEMBER 29, 1995, IN PLAT BOOK 321, PAGE 039, AS INST. #926-330, RECORDS OF SANTA FE COUNTY, NEW MEXICO. (Less and excepting therefrom those lands as contained in Warranty Deed to the State Highway Department for Right of Way recorded on May 8, 2000, in Book 1764, Page 299, as Inst. #1115-728, Records of Santa Fe County, New Mexico).

"TRACT 6A"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 6A", CONTAINING 19.736 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "LOT SPLIT OF THE SOUTHWEST PART REMAINDER TRACT, LAS ESTRELLAS SUBDIVISION, TRACT 5C, TRACT RD, TRACT 5E & TRACT 6A", PREPARED BY DEAN SHRADER, NMPS, 12451, AND

RECORDED ON OCTOBER 4, 2007, IN PLAT BOOK 665, PAGES 47-48, AS INST. #1501993, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT 8B-1A"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 8B-1A", CONTAINING 1.85 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "DIVISION PLAT OF TRACT 8B-1", PREPARED BY EDWARD M. TRUJILLO, NMPS, 12352, AND RECORDED ON MAY 1, 2015, IN PLAT BOOK 787, PAGE 023, AS INST. #1763362, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

e-Recorded 1927650 09/11/20 SFC

COUNTY OF SANTA FE } ASSIGNMENT OF RIGHTS
STATE OF NEW MEXICO } ss PAGES: 3

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:49 PM
And Was Duly Recorded as Instrument # 1927648
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - DLROMERO County Clerk, Santa Fe, NM

e-Recorded 1927648 09/11/20 SFC

ASSIGNMENT & DELEGATION OF DECLARANT RIGHTS & STATUS

This Assignment and Delegation of Declarant Rights and Status (this "Agreement") is entered into as of September 10, 2020, by and between Santa Fe Estates, Incorporated, a New Mexico corporation ("Santa Fe Estates"), and The City of Santa Fe, a New Mexico municipal corporation (the "City").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On January 25, 1930, Santa Fe Estates' predecessor-in-interest and the City entered into an agreement to develop certain real estate (the "Property").

B. Over time, Santa Fe Estates developed the Property, and, as part of the development of the Property, Santa Fe Estates recorded the Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on November 6, 2003 in Book 2702, pages 831–858, Instrument No. 1299,815, as amended by the First Amendment to Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on June 17, 2004 as Instrument No. 1333332, as further amended by the Second Amendment to Las Estrellas Residential Tracts Declaration of Covenants, Conditions and Restrictions filed for record on June 20, 2017 as Instrument No. 1828853, all in the records of Santa Fe County, New Mexico, (collectively, the "Declaration"), under which Santa Fe Estates retained the rights and duties of "Declarant".

C. Santa Fe Estates and the City have mutually agreed to terminate the development agreement, and, by this Agreement, Santa Fe Estates desires to assign and delegate to the City, and the City desires to accept from Santa Fe Estates, all Santa Fe Estates rights and duties as Declarant under the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pursuant to Section 1.7 of the Declaration, Santa Fe Estates hereby assigns without recourse and delegates to the City all of Santa Fe Estates' rights and duties as Declarant under the Declaration from and after the date hereof, and the City hereby accepts such assignment and delegation and assumes performance of all rights and duties first arising or accruing under the Declaration on or after the date of this Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to fully assign, transfer, and vest in the City or its successors and assigns all of Santa Fe Estates' rights and duties as Declarant under the Declaration. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Signatures and acknowledgments on following pages.]

e-Recorded 1927648 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Santa Fe Estates, Incorporated,
a New Mexico corporation

By: _____ ATTORNEY-IN-FACT Date: 9/10/2020
David D. Gurule, Attorney-In-Fact

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020 by David D. Gurule.

My commission expires:

Notary _____

OFFICIAL SEAL
Charles W.N. Thompson, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: January 20, 2021

e-Recorded 1927648 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The City of Santa Fe,
a New Mexico municipal corporation

By: _____
Alan Webber, Mayor

Attested:

_____
Yolanda Y. Vigil, City Clerk

Approved as to form:

_____ F-02
Erin K. McSherry, City Attorney

Approved:

_____
for Mary T. McCoy, Finance Director

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 11, 2020, by Alan Webber.

My commission expires: 7-24-22

_____
Notary

COUNTY OF SANTA FE } ASSIGNMENT OF RIGHTS
STATE OF NEW MEXICO } ss PAGES: 3

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:50 PM
And Was Duly Recorded as Instrument # 1927649
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - DLROMERO County Clerk, Santa Fe, NM

e-Recorded 1927649 09/11/20 SFC

ASSIGNMENT & DELEGATION OF DECLARANT RIGHTS & STATUS

This Assignment and Delegation of Declarant Rights and Status (this "Agreement") is entered into as of September 10, 2020, by and between Santa Fe Estates, Incorporated, a New Mexico corporation ("Santa Fe Estates"), and The City of Santa Fe, a New Mexico municipal corporation (the "City").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On January 25, 1930, Santa Fe Estates' predecessor-in-interest and the City entered into an agreement to develop certain real estate (the "Property").

B. Over time, Santa Fe Estates developed the Property, and, as part of the development of the Property, Santa Fe Estates recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates, filed for record on November 5, 2003 in Book 2701, pages 875–903, as Instrument No. 1299,655, records of Santa Fe County, New Mexico, as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates, filed for record on June 17, 2004 as Instrument No. 133,3331 in the records of Santa Fe County, New Mexico (collectively, the "Declaration"), under which Santa Fe Estates retained the rights and duties of "Declarant".

C. Santa Fe Estates and the City have mutually agreed to terminate the development agreement, and, by this Agreement, Santa Fe Estates desires to assign and delegate to the City, and the City desires to accept from Santa Fe Estates, all Santa Fe Estates rights and duties as Declarant under the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pursuant to Section 1.8 of the Declaration, Santa Fe Estates hereby assigns without recourse and delegates to the City all of Santa Fe Estates' rights and duties as Declarant under the Declaration from and after the date hereof, and the City hereby accepts such assignment and delegation and assumes performance of all rights and duties first arising or accruing under the Declaration on or after the date of this Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to fully assign, transfer, and vest in the City or its successors and assigns all of Santa Fe Estates' rights and duties as Declarant under the Declaration. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Signatures and acknowledgments on following pages.]

e-Recorded 1927649 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Santa Fe Estates, Incorporated,
a New Mexico corporation

By: David D. Gurule ATTORNEY-IN-FACT Date: 9/10/2020
David D. Gurule, Attorney-In-Fact

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020, by David D. Gurule.

My commission expires:

Notary

OFFICIAL SEAL
Charles W.N. Thompson, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: January 20, 2021

e-Recorded 1927649 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The City of Santa Fe,
a New Mexico municipal corporation

By: _____
Alan Webber, Mayor

Attested:

_____
Yolanda Y. Vigil, City Clerk

Approved as to form:

_____ FOR
Erin K. McSherry, City Attorney

Approved:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGMENT

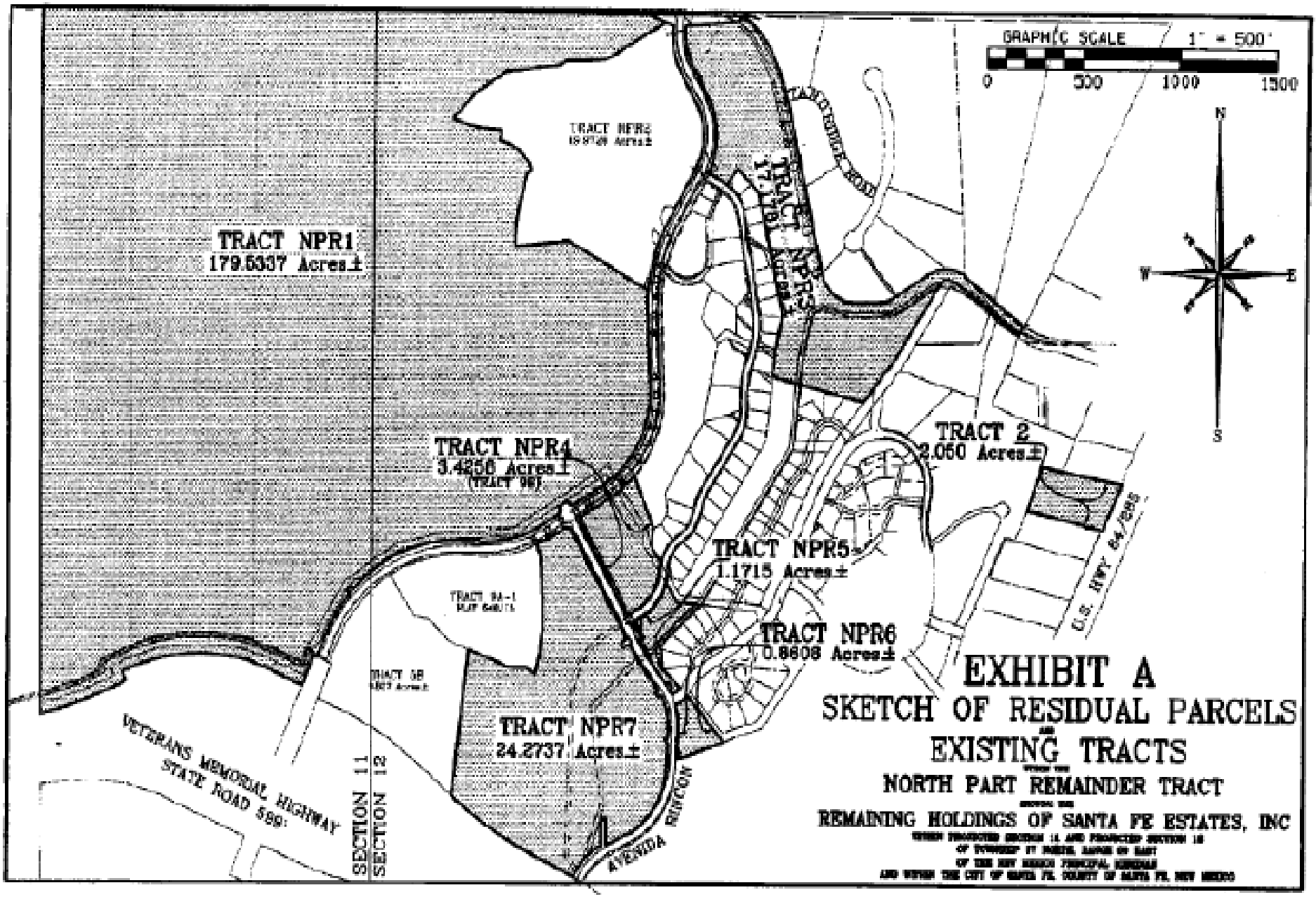
State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020 by Alan Webber.

My commission expires:
7-24-22

_____
Notary

YOLANDA Y. VIGIL NOTARY PUBLIC STATE OF NEW MEXICO


GRAPHIC SCALE 1" = 500'
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TRACT NPR1
179.5337 Acres±
TRACT NPR2
TRACT NPR3
TRACT NPR4
3.4256 Acres±
TRACT 2
2.050 Acres±
TRACT NPR5
1.1715 Acres±
TRACT NPR6
0.8608 Acres±
TRACT NPR7
24.2737 Acres±
U.S. HWY 84/285
VETERANS MEMORIAL HIGHWAY
STATE ROAD 599
SECTION 11
SECTION 12
AVENIDA RINCON
EXHIBIT A
SKETCH OF RESIDUAL PARCELS
EXISTING TRACTS
NORTH PART REMAINDER TRACT
REMAINING HOLDINGS OF SANTA FE ESTATES, INC

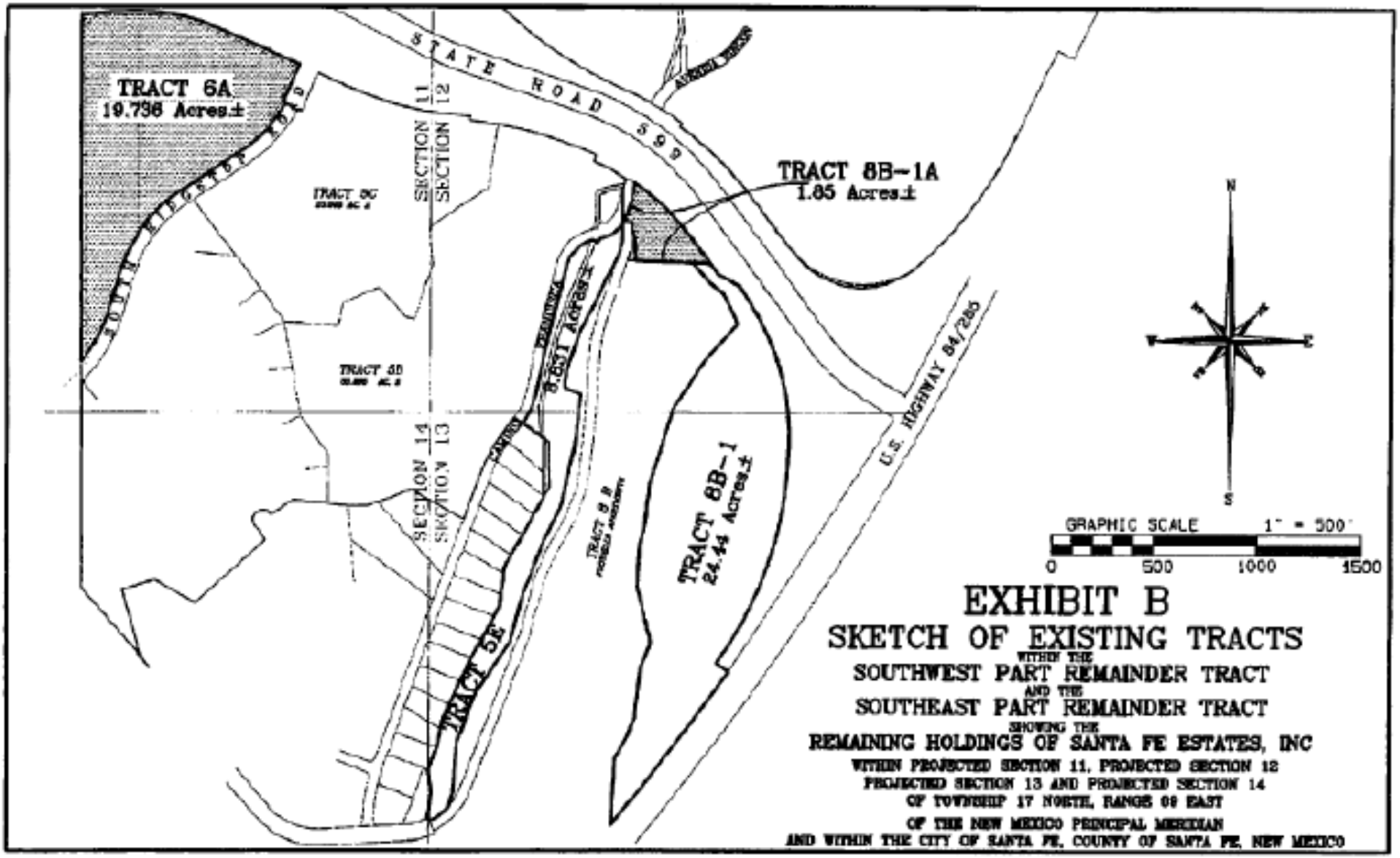

EXHIBIT B

SKETCH OF EXISTING TRACTS

WITHIN THE

SOUTHWEST PART REMAINDER TRACT

AND THE

SOUTHEAST PART REMAINDER TRACT

SHOWING THE

REMAINING HOLDINGS OF SANTA FE ESTATES, INC

WITHIN PROJECTED SECTION 11, PROJECTED SECTION 12
PROJECTED SECTION 13 AND PROJECTED SECTION 14
OF TOWNSHIP 17 NORTH, RANGE 09 EAST
OF THE NEW MEXICO PRINCIPAL MERIDIAN
AND WITHIN THE CITY OF SANTA FE, COUNTY OF SANTA FE, NEW MEXICO

FIR No. 10338

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Las Estrellas Local Preference

Sponsor(s): Councilor Vigil Coppler

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 11/17/21 Phone: 505-955-6625

Reviewed by City Attorney: _____ Date: Nov 24, 2021

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:
The Resolution establishes criteria for the sale of the Las Estrellas property. In particular, it specifies that the City will consider the amount offered by an offerer, in combination with a local preference, for the purchaser, lender, and builder who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations.

Departments Affected:
Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:
If this Resolution is not enacted the City may offer the property for sale without being required to offer a local preference or the outlined minimum criteria for bidding that are described in the Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Because the Las Estrellas property was already announced as "for sale" at the time the Governing Body adopted Resolution 2021-16, the property is not subject to the requirements in that Resolution.

Performance and Administrative Implications:
The Resolution's local preference of up to 6% for "local purchasers, purchasers using local lenders, purchasers using local title insurance companies, and purchasers using local builders". The resolution does not establish the relative benefit for each of these local components, so staff will need to determine how to attribute the percentage preference amongst these components in a way that makes sense.

Fiscal Implications:
The requirements of the resolution do not require additional expenditures per se because a new appraisal and the cost for advertising the sale of the property will be needed to sell the property, whether or not the Governing Body establishes minimum criteria, including a local preference.

Offering a local preference, however, could result in the City receiving less for the property than it could if it does not offer the local preference. For example; if a local offerer bids $4,750,000 and qualifies for all local preferences (6% total), and is selected over a non-local offerer that bids $5,000,000, the City could receive $250,000 less in revenue for the sale.

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund
Personnel and Benefits*	$	$	$			
Capital Outlay	$	$	$			
Contractual/ Professional Services	$6,000	$27,000	$			2122800
Operating	$	$	$			
Total:	$6,000	$27,000	$			

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

Expenditure Narrative:

The cost of a new appraisal is necessary to place the land on the market and advertising costs to place online, in the paper, and arou successful offering marketing expenditures will also be required.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$4,532,340	$	$	NR	
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$4,532,340	$	$		

Revenue Narrative:

$4,532,340.00 is the 2020 appraised value of the Las Estrellas property. A new appraisal has been ordered.

Placing Las Estrellas on the market will remove an asset that the City cannot develop and bring in revenue in at least the amount that the former Santa Fe Estates Developers owed the City at the time the land returned to City ownership. To insure a successful offering, certain marketing expenditures for advertising will also be required as identified in the expenditures listed below.

Fiscal Impact

_____X_____ Check here if no fiscal impact

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

A RESOLUTION

ESTABLISHING CRITERIA FOR SELECTION OF A PURCHASER OF THE LAS ESTRELLAS PROPERTY, INCLUDING A LOCAL PREFERENCE AND OTHER MINIMUM CRITERIA.

WHEREAS, on December 17, 2019, the City of Santa Fe ("City") and Santa Fe Estates Incorporated, a New Mexico corporation ("Santa Fe Estates") terminated a 90-year-old development and profit-sharing agreement between the parties, which resulted in the City reacquiring fee simple title to 248.03 acres in the Northwest Quadrant of the City (Las Estrellas); and

WHEREAS, during the due diligence process the City found that Santa Fe Estates owed the City $3,016,171;

WHEREAS, the 2020 appraised value of Las Estrellas is $4,532,340.00;

WHEREAS, Las Estrellas consists of nine tracts of land: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

WHEREAS, the nine tracts of land are all subject to certain covenants, conditions,

restrictions and the Las Estrellas Master Plan, which governs the area's zoning, density, minimum requirements for affordable housing, and the location of open spaces ("Master Plan"); and

WHEREAS, the Governing Body wishes to sell Las Estrellas to a purchaser who will develop it according to the applicable covenants, conditions, restrictions, and Master Plan; and

WHEREAS, the Governing Body wishes to offer a preference for bids from local purchasers, purchasers who will use local lenders, purchases who use local title companies, and purchasers who will use local builders; and

WHEREAS, in addition to the local preference and minimum criteria, the Governing Body wishes to obtain at least the appraised value of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City will use the following criteria for selecting a purchaser for Las Estrellas:

1. Minimum criteria, listed below;
2. A local preference for local purchasers, purchasers using local lenders, purchasers using local title insurance companies, and purchasers using local builders of up to six percent (6%), which is consistent with the weight of the local preference offered in City procurement; and
3. Highest offered purchase price, as adjusted by local preference.

BE IT FURTHRER RESOLVED that, to receive the local preference an offeror, lender, and purchaser, as applicable, must hold City of Santa Fe or Santa Fe County business license and submit proof of paying taxes as a Santa Fe City or County business.

BE IT FURTHER RESOLVED that the minimum criteria shall include the following:

1. a minimum bid of the appraised price or higher;
2. proof of financial ability to pay for the land;
3. proof of financial viability to develop the land in accordance with the Master Plan;

4. an agreement to follow the Master Plan, covenants, conditions, and restrictions, including those of the homeowners association, and development guidelines; and

5. an agreement to dedicate all open spaces and rights of way in accordance with the Master Plan.

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/Las Estrellas Local Preference

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler) A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee	**Review:**
Introduced:	09/09/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Economic Development Advisory Committee:	12/08/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Denied motion to approve on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

Date: November 15, 2021

To: Community Development Commission – November 17, 2021
Finance Committee – November 29, 2021
Quality of Life Committee – December 1, 2021
City Council – December 8, 2021

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

Re: Resolution for Partial Donation of Water Budget to Siler Yard

---

ACTION REQUESTED

Please approve the attached Resolution to donate a portion of the water budget for Siler Yard, located at 1218 Siler Road. The donation will make possible the provision of water to mixed use buildings containing affordable rental live/work housing units, landscaping, leasing offices and a community meeting room/gallery space.

BACKGROUND

Over the last decade, NM Interfaith Housing worked with Creative Santa Fe, the City of Santa Fe , and many other community-based organizations to plan, design and construct Siler Yard, 65 units of affordable live/work rental homes for households who earn no more than 60% of the area median income. In addition, the project accomplishes other City planning and economic development goals related to corridor redevelopment, infill, green building, mixed use development, small business/entrepreneurial support, and promotion of the arts and arts-related activities. For this reason, the City has expressed support for this project through the donation of land and cash resources through several past resolutions: 2014-13, 2016-30, 2018-9, and 2019-06.

ITEM AND ISSUE

The total water budget for the project is $250,639.16, of which $172,640 is already covered via the water waivers for the 65 residential units (10.4 AF). The non-residential uses are projected to use 4.7 acre feet to support a laundry room, leasing office, community/gallery space, and landscaping, all of which are either essential to the operations of the residential units, maintenance of the property, or an amenity required by the terms of the housing subsidy.

The total cost of this donation is based on a price of $16,600 per acre feet (AF) of water provided from the City's available water supply. For 4.7 AF, this translates to an additional cost of $77,999. This donation to the project can be made per SFCC 25-9.6(C) which allows the Governing Body to allocate available water supply if the proposed use meets a documented City priority. Additionally, this donation is allowable under the NM Affordable Housing Act, codified in SFCC 26-3.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021 - ___

INTRODUCED BY:

Councilor Signe I. Lindell

A RESOLUTION

ALLOCATING AN ADDITIONAL 4.7 ACRE FEET OF AVAILABLE WATER FROM THE CITY'S EXISTING WATER SUPPLY TO SILER YARD, LOCATED AT 1218 SILER ROAD.

WHEREAS, Siler Yard, previously known as the Arts + Creativity Center, was partially funded through the Low Income Housing Tax Credit Program ("LIHTC") and will offer 65 units of very affordable rental homes, serving renters earning no more than 60% of the area median income ("AMI"), thereby meeting the definition of "affordable housing" according to the City Code and the New Mexico Affordable Housing Act; and

WHEREAS, several resolutions were approved by the Governing Body committing support for this project including donating the property on which the project is built (Resolution No. 2016-30), the provision of water infrastructure and housing funds (Resolution No. 2018-09), the dedication of which was further supported by Resolution No. 2019-06; and

WHEREAS, the first residents are anticipated to move into Siler Yard by December of 2021; and

WHEREAS, Siler Yard is located in the City limits and the City will service it with City water; and

WHEREAS, the City has expressly stated in SFCC 1987, Section 14.11-8(G) that various fees, and utility expansion charges are waived for housing development that provides affordable housing units, as defined in the City's code and by the New Mexico Affordable Housing Act; and

WHEREAS, SFCC 1987, Section 14-8.13(B) provides that the "city shall allow reduction in the consumptive water rights required to be transferred in this subsection by the amount of consumptive water rights required for any Santa Fe Homes Program unit, a Housing Opportunity Program unit as per a valid Housing Opportunity Program Agreement or any dwelling unit meeting the definition of a low-priced dwelling unit as set forth in Section 26-2 SFCC 1987."; and

WHEREAS, this reduction does not automatically cover outdoor irrigation, common uses, or the 9.8% contingency for water system losses.

WHEREAS, the water use for the affordable units is estimated to be 10.4 acre feet per year, the cost for which is waived under City Code; and

WHEREAS, the design of Siler Yard includes mixed use buildings, where residential units are co-located with non-residential uses on a single water meter; and

WHEREAS, these uses are essential to the operations of the housing, and are required by the LIHTC subsidy funding sources, as well as to the quality of life for residents; and

WHEREAS, the non-residential uses include a leasing office, a laundry facility for residents' use, a shared gallery and community space, and outdoor gathering and open spaces; and

WHEREAS, Siler Yard has a total Development Water Budget of 15.10 acre feet, including required water offsets for the indoor and outdoor water usage plus a 9.8% contingency fee to provide for the aforementioned water utility demand at Siler Yard.

WHEREAS, SFCC 1987, Section 25-9.6(A) provides that "[u]pon review of the annual water budget, the governing body shall determine if water is available for allocation."; and

WHEREAS, there are currently 194 acre feet available for allocation by the City of Santa Fe ("City"); and

WHEREAS, SFCC 1987, Section 25-9.6(C) provides that "[t]he governing body may allocate by resolution some or all of the water available for allocation to both city and other uses and projects that meet the city's priorities."; and

WHEREAS, Section 25-9.6(D) provides that "In making allocations, the governing body shall give priority to the following uses… (4) City projects including, but not limited to, parks and open space, affordable housing, water for the Santa Fe river, city buildings and other city facilities".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, pursuant to SFCC 1987, Section 25-9.6, the Governing Body hereby allocates an additional 4.7 acre feet of available water from the City of Santa Fe's water available for allocation to the Siler Yard Project, located at 1218 Siler Road.

BE IT FURTHER RESOLVED that the City shall retain title to the water rights.

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

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY *Legislation/2021/Resolutions/Siler Yard Water Allocation*

FIR No. 10370

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Siler Yard Water Allocation

Sponsor(s): Councilor Lindell

Reviewing Department(s): Office of Affordable Housing, Water Division

Staff Completing FIR: Alexandra Ladd Date: 11/10/21 Phone: 955-6346

Reviewed by City Attorney: Date: Nov 23, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
The proposed Resolution allocates an additional 4.7 acre feet of available water from the City's water supply to this project. This amount represents estimated water use for the leasing office, the laundromat, the shared community/gallery space, and landscaping. All of these uses are deemed necessary to either operate the facility, provide required amenities per LIHTC funding criteria, and/or critical to sustain the natural environment and outdoor gathering spaces.

Departments Affected:
Office of Affordable Housing, Water Division

Consequences of Not Enacting Legislation:
The consequences of not enacting this Resolution are higher costs and lower operating revenues for the project. In turn, the increased cost would limit the ability of the owner/operator to offer subsidized rental rates to renters in the lowest income categories.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This proposed resolution complements several other resolutions that commit City support to the proposed Siler Yard project: 2014-13, 2016-30, 2018-9, and 2019-06. There are no identified conflicts.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
The projected costs are based on an estimated cost of $16,600 per acre feet (AF) of water provided from the City's available water supply. For 4.7 AF this translates to $77,999 fiscal cost in addition to the water provided for 65 affordable housing units (10.4 AF).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$ 77,999	$	$		N	n/a	$ 77,999
Total:	**$ 77,999**	$	$				**$ 77,999**

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

Expenditure Narrative:

The total water budget for the project is $250,639.16, of which $172,640 is already covered via the water waivers for affordable housing under City code.

Revenue

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

Revenue Narrative:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell)
A Resolution Allocating An Additional 4.7 Acre Feet of Available Water From the City's Existing Water Supply to Siler Yard, Located at 1218 Siler Road. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Community Development Commission: 11/17/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Governing Body: 12/08/21

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: PNC Equipment Finance, LLC

Procurement Title: PWD PARK MRC PNC EQUIPTMENT LEASE

Other Methods: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Exempt* ☐ *Other* ☐ _____

Department Requesting/Staff Member: Public Works Department-Parks Division

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)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

Melissa A. McDonald, Acting Parks Division Director
Department Rep Printed Name and Title

Melissa McDonald
Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Oct 25, 2021 08:52 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☒ Other: _____

AWARD*

YES N/A

☒ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☐ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all required documentation
☐ ☐ Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Melissa A. McDonald, Acting Parks Division Director
Department Rep Printed Name and Title

Melissa A McDonald
Department Rep Signature attesting that all information included

*

City of Santa Fe, New Mexico

memo

DATE: October 4, 2021

TO: Finance Committee/Public Works Committee/Governing Body

VIA: Regina A. Wheeler, Public Works Department Director RW
FROM: Melissa A. McDonald, Acting Parks Division Director MMc

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ITEM AND ISSUE

Request for approval of a four-year equipment lease agreement in the total amount of $367,186.56 inclusive of NMGRT with PNC Equipment Finance, LLC. for golf carts at Marty Sanchez Links de Santa Fe golf course; (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 505-955-6840)

BACKGROUND AND SUMMARY

The Marty Sanchez Links de Santa Fe golf cart fleet of 75 carts is in need of replacement. It is standard industry practice to replace the fleet every four years due to wear-and-tear and battery decline. The carts are provided via an equipment lease and with this new lease, PNC Equipment will provide all new carts. This company has provided the cart leasing services at the golf course for the past 4 years with excellent service.

The cart battery selected is a Samsung SDI lithium battery. Lithium batteries are considered green energy, meaning they are eco-friendly and do not give off any harmful fumes when the cart is charging. The lithium golf cart batteries hold a higher voltage during use than lead batteries. This equals more torque for the motor and allows the controller and electronics to run at their optimal efficiency. This coupled with our pending solar array installation aligns us with our sustainability goals for energy reduction and lower carbon emissions.

With COVID related delays, we anticipate the earliest we will receive these carts is spring 2022, so execution of this lease in a timely fashion is critical to secure the new carts in time for the 2022 season.

This lease agreement #3203029 includes a multi-year allocation, which pays $7,649.72 per month over 48 months.

FY22	$45,898.32 (assumes 6 months)
FY23	$91,796.64
FY24	$91,796.64
FY25	$91,796.64
FY26	$45,808.32 (assumes 6 months)

LEASE NUMBER:

The assigned FY22 Munis contract number is 3203029 (PNC Lease Number 98995658-1)

FUNDING SOURCE:

Munis Org Name/Number: 5300271
Munis Object Name/Number: 562600

PNC EQUIPMENT FINANCE

Dated as of July 5, 2021

Lease Number 98995658-1

City of Santa Fe
Course Name: Marty Sanchez Links de Santa Fe Golf Course
205 Caja del Rio Road
Santa Fe, NM 87507

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
  Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**

- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.

- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.

- Customer Information – Please complete and return.

- Tax Notification – Please complete and return.

Thank you for choosing PNC Equipment Finance, LLC for your financing needs. We appreciate your business. If I can be of assistance, please contact me at brian.sauermelch@pnc.com.

Sincerely,

Brian Sauermelch

Commercial Transaction Coordinator

PNC EQUIPMENT FINANCE

AMENDMENT TO LEASE AGREEMENT

This Amendment ("**Amendment**"), dated and effective as of September 10, 2021 is to that certain Lease Agreement Number 98995658-1 ("**Lease**") between City of Santa Fe, with its principal place of business at 205 Caja del Rio Road, Santa Fe, NM 87507("**Lessee**"), and PNC EQUIPMENT FINANCE, LLC, with an address at 655 Business Center Drive, Suite 250 Horsham, PA 19044 ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

9. **INDEMNITY.** The second and third sentences of Section 9 are hereby amended to read as follows: "To the extent permitted by law in the future if not permitted under New Mexico law as of the date of this Lease, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity, if ever applicable, continues even after this Lease has expired, for acts or omission that occurred during the Lease Term."

12. **INSURANCE.** The first three sentences of Section 12 are hereby amended to read as follows: "Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a Commercial General Liability insurance policy covering bodily injury, personal injury and property damage in amounts not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. Lessee shall notify Lessor of any proposed cancellation at least 30 days prior to the date set for cancellation."

22. **MISCELLANEOUS.** The last sentence of Section 22 which reads as follows is hereby removed: "To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs."

All other terms and conditions of the Lease shall remain unchanged and in full force and effect. Any defined terms used herein shall have the meanings contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF SANTA FE	PNC EQUIPMENT FINANCE, LLC
Mayor Alan Webber	Authorized Signature
	Lauren Thompson
Printed Name	Printed Name
	Operations Manager Sr.
Title	Title

Lease Agreement

Dated as of July 5, 2021

Lease Number: 98995658-1

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
City of Santa Fe
205 Caja del Rio Road
Santa Fe, NM 87507

FEDERAL TAX ID
856000168

Equipment Description:

Quantity	Description	Serial No.
75	(75) E-Z-GO RXV Elite	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

Lease Term is for 48 months, with Rent payments due Monthly in the amount of $7,054.50 plus applicable tax, beginning _____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, inducing legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay

Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection

with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Santa Fe
("**Lessee**")
X _____
Authorized Signature
ALAN WEBBER
Print Name
MAYOR
Title:

_____
Date

205 Caja del Rio Road
Santa Fe, NM 87507

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:31 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

PNC Equipment Finance, LLC
("**Lessor**")
X _____
Authorized Signature
Lauren Thompson
Print Name
Operations Manager Sr.
Title:

655 Business Center Drive
Horsham, PA 19044

CERTIFICATE OF ACCEPTANCE

Lease Number: 98995658-1

In compliance with the terms, conditions and provisions of Lease Agreement # 98995658-1 ("**Lease**") by and between the undersigned **City of Santa Fe** ("**Lessee**") and PNC Equipment Finance, LLC ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

City of Santa Fe
("Lessee")

X Melissa McDonald
Authorized Signature

MELISSA A. MCDONALD
Print Name

Parks Division Director
Title:

10-4-21
Date

205 Caja del Rio Road
Santa Fe, NM 87507

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98995658-1

Lessee: **City of Santa Fe**

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth (the "State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the Mayor Alan Webber OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Name Alan Webber	Title Mayor	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **City of Santa Fe**

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name: Kristine Mihelcic-Bustos
Official Title: City Clerk
Date:

PNC EQUIPMENT FINANCE

Request for Insurance

July 5, 2021

City of Santa Fe
Course Name: Marty Sanchez Links de Santa Fe Golf Course
205 Caja del Rio Road
Santa Fe, NM 87507
Lease Number: 98995658-1

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and City of Santa Fe dba Marty Sanchez Links de Santa Fe Golf Course

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
75	(75) E-Z-GO RXV Elite	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.

2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed $10,000 per occurrence.

3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

PNC EQUIPMENT FINANCE

Customer Information

Lease # 98995658-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: City of Santa Fe		Federal Tax ID Number: 856000168	
Invoices should be directed to: City of Santa Fe		Attention: Melissa A. McDonald	
Address 205 Caja del Rio Road		City: Santa Fe	State: NM Zip: 87507

Preferred Method of Payment: (Please check)

[x] Monthly Invoice (Mail)	
Invoices should be directed to: Melissa McDonald	Attention:
Address 205 Caja del Rio Road	City: 205 Caja del Rio Road
[x] Monthly Invoice (Email)	Email: mamcdonald@santafenm.gov
Billing Contact: Melissa A. McDonald	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1: Melissa A. McDonald	Phone: 505-303-9502
Email: mamcdonald@santafenm.gov	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X Melissa McDonald	Date 10-4-21

Email:

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.
☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☒ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).
☐ Location: State _____
Taxing District _____

Additional comments:

_____

_____

_____

Lease Number 98995658-1

Lessee: City of Santa Fe

Signature: X

Print Name: Alan Webber

Title: Mayor

Date:

PLEASE COMPLETE AND SIGN FORM

PNC EQUIPMENT FINANCE

PO BOX 931034 CLEVELAND OH 44193-0004

INVOICE

INVOICE NUMBER	INVOICE DATE
98995658-1	07/05/2021
CONTRACT NUMBER	**DUE DATE**
98995658-1	Upon Receipt

City of Santa Fe
ATTN:

BILLING SUMMARY	
DOCUMENTATION FEE	250.00 USD

TOTAL AMOUNT DUE: $250.00

PNC Equipment Finance, LLC (USD)
PO BOX 931034
CLEVELAND OH 44193-0004

City of Santa Fe (LESSEE) and PNC Equipment Finance, LLC (LESSOR) ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between PNC EQUIPMENT FINANCE, LLC (LESSOR) and the CITY OF SANTA FE (LESSEE).

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the LESSEE 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 LESSEE 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.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the LESSEE for the performance of this Agreement. If sufficient appropriations and authorization are not made by the LESSEE, this Agreement shall terminate upon written notice being given by the LESSEE to LESSOR. The LESSEE's decision as to whether sufficient appropriations are available shall be accepted by LESSOR and shall be final.

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, LESSOR 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.

Signature Lines required:

City of Santa Fe: (LESSEE)

_____
Alan Webber, Mayor

Date:_____

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

Lessor:
PNC Equipment Finance, LLC.

Lauren Thompson Operations Manager Sr.
Name & Title

Date: 10/1/2021

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Oct 20, 2021 08:11 MDT)

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director

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 & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 949-349-9857 **FAX (A/C, No):** 949-349-9957 **E-MAIL ADDRESS:**
INSURED City of Santa Fe Bradley Fluetsch P.O. Box 909 Santa Fe NM 87504	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Travelers Indemnity Company of CT — 25682 **INSURER B :** Safety National Casualty Corporation — 15105 **INSURER C :** Travelers Property Casualty Co of America — 25674 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1714420114 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		ZLP-15N80223	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,050,000 $ 300,000 $ $ 1,050,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X $50,000 SIR			810-2C410241	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,050,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			ZUP-15N80235	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4065357	7/1/2021	7/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 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)

Certificate holder is included as Additional Insured as respects:

Certificate holder is named as Additional Insured and Loss Payee as respect (75) E-Z-GO RXV Elite

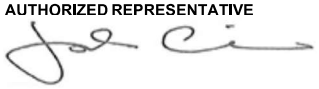
CERTIFICATE HOLDER

PNC Equipment Finance, LLC
655 Buisness Center Drive
Horsham, PA 19044

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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MEMORANDUM OF INSURANCE

DATE
15-Sep-2021

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=3535836. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. **A** See List Below
INSURED The PNC Financial Services Group, Inc., Including subsidiaries Three PNC Plaza 225 Fifth Avenue, 4th Floor, Pittsburgh Pennsylvania 15222 United States	Co. **B** Co. **C** Co. **D** Co. **E** Co. **F**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	**GENERAL LIABILITY** Commercial General Liability Occurrence	GL 6547175	01-Sep-2021	01-Sep-2022	GENERAL AGGREGATE	10,000,000
					PRODUCTS - COMP/OP AGG	INCLUDED
					PERSONAL AND ADV INJURY	5,000,000
					EACH OCCURRENCE	5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	5,000,000
					MED EXP (ANY ONE PERSON)	2,500
A A A	**AUTOMOBILE LIABILITY** Any Auto	CA 7030987 (AOS) CA 7030988 (VA) CA 7030989 (MA)	01-Sep-2021 01-Sep-2021 01-Sep-2021	01-Sep-2022 01-Sep-2022 01-Sep-2022	COMBINED SINGLE LIMIT	5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	**EXCESS LIABILITY** Umbrella Form	XEU G27891342 007	01-Sep-2021	01-Sep-2022	EACH OCCURENCE	10,000,000
					AGGREGATE	10,000,000
A	**WORKERS COMPENSATION / EMPLOYERS LIABILITY**	WC Policies - Various: See Below	01-Sep-2021	01-Sep-2022	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	Excess Workers' Comp/Emp Liab $500,000 SIR Per Accident	XWC 1647289 (OH)	01-Sep-2021	01-Sep-2022	EL Each Accident EL Disease - Policy Limit EL Disease - Each Employee	$1,000,000 $1,000,000 $1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
15-Sep-2021

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=3535836. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
The PNC Financial Services Group, Inc., Including subsidiaries
Three PNC Plaza
225 Fifth Avenue, 4th Floor, Pittsburgh
Pennsylvania 15222
United States

ADDITIONAL INFORMATION

WITH RESPECT TO THE GENERAL LIABILITY POLICY:

Policy No. GL 6547175
National Union Fire Insurance Company of Pittsburgh PA

You are an ADDITIONAL INSURED (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This insurance is primary and non-contributory if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such loss.

WITH RESPECT TO THE AUTOMOBILE LIABILITY POLICIES:

Following is a description of the policies applicable to this coverage:

Policy No. CA 7030987
National Union Fire Insurance Company of Pittsburgh, PA
States Covered: AL, DE, FL, GA, IL, IN, KS, KY, MD, MI, MN, MO, NC, NJ, OH, PA, SC, TN, TX, WI, WV

Policy No. CA 7030988
National Union Fire Insurance Company of Pittsburgh, PA
States Covered: VA

Policy No. CA 7030989
National Union Fire Insurance Company of Pittsburgh, PA
States Covered: MA

You are an ADDITIONAL INSURED (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This insurance is primary and non-contributory if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has

waived its rights of recovery in your contract or agreement that is executed before such loss.

WITH RESPECT TO THE UMBRELLA LIABILITY POLICY:

Policy No. XEU G27891342 007
ACE Property and Casualty Insurance Company

WITH RESPECT TO THE WORKERS' COMPENSATION POLICIES:

Following is a description of the policies applicable to this coverage:

Policy No. WC 016393334
AIU Insurance Company
States Covered: AL, AR, AZ, CO, CT, DC, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, OK, PA, RI, SC, TN, TX, UT, VA, WV

Policy No. WC 016393332
AIU Insurance Company
States Covered: CA

Policy No. WC 016393335
AIU Insurance Company
States Covered: NY

Policy No. WC 016393336
Illinois National Insurance Company
States Covered: OR

Policy No. WC 016393333
AIU Insurance Company
States Covered: WA, WI, WY

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such a loss.

WITH RESPECT TO THE EXCESS WORKERS' COMPENSATION POLICY (OH):

Policy No. XWC 1647289
National Union Fire Insurance Company of Pittsburgh, PA

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https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535836

For any questions, contact Sam Baliga (sam.baliga@marsh.com).

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Click here for a printer-friendly version of this document.

Memorandum of Insurance

This memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication, or distribution of this Memorandum without consent is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum. The information contained herein is valid as of today's date, and shall be updated upon any material policy changes and upon each policy's renewal.

BROKER
Beecher Carlson Insurance Services, LLC
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

INSURED
The PNC Financial Services Group. Inc. including subsidiaries
Three PNC Plaza
225 Fifth Avenue, 4th Floor
Pittsburgh, PA 15222
United States

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum 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.

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
Commercial "All Risk" Property, Including Business Interruption	Various (See Below)	05/01/2021	05/01/2022	Subject to Policy terms, conditions, sub-limits and deductibles	Amount not to exceed $10,000,000

WITH RESPECT TO THE PROPERTY POLICIES:
Following is a description of the policies applicable to this coverage:

Primary $10 Million:

Lexington Insurance Company (AIG) – Policy Number 018257183 (12.5%)
Everest Indemnity Insurance Company – Policy Number RP5P000045-211 (5%)
Starr Surplus Lines Insurance Company – Policy Number SLSTPTY11454821 (15%)
Westport Insurance Company (Swiss Re) – Policy Number NAP 0452269-07 (5%)
National Fire & Marine Insurance Company (Berkshire) – Policy Number 42-PRP-301273-05 (10%)
ACE American Insurance Company (Chubb) – Policy Number CX D38078586 004 (15%)
Continental Casualty Company (CNA) – Policy Number RMP- 6073041002 (5%)
Liberty Mutual Fire Insurance Company – Policy Number MJ2-L9L-451868-041 (12.5%)
Endurance American Specialty Insurance Company (Sompo) – Policy Number GPF10011058804 (20%)

YOU ARE LOSS PAYEE or MORTGAGEE (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This Insurance is primary and non-contributory, if required in your contract or agreement with The PNC Financial Services Group, Inc., or its subsidiaries.

The Insurance Company will waive its rights of recovery in your contract or agreement that is executed before such a loss.

All Risk Property Limit includes flood coverage subject to terms and conditions of the policy.

All Risk Property Limit includes coverage while in the course of construction subject to terms and conditions of the policy.

All Risk Property Deductible = $2,500,000 per occurrence; however, other deductibles may apply per the policy terms and conditions.

For any questions, contact Judith Boich (jboich@beechercarlson.com) regarding Property coverage. The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modification hereto is unauthorized.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203029**

Contractor: **PNC, LLC**

Description: **Equipment Lease for Golf Carts**

Contract ☐ Agreement ☐ Lease / Rent ☉ Amendment ☐

Term Start Date: **1-14- 2022** Term End Date: **1-14-2026**

☑ Approved by Council Date: **pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** **Equiptment Lease**

Fran Delaway (Oct 25, 2021 08:52 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of a CES contract for issuance of a lease agreement

4. **Funding Source:** **530 (MRC)** **Org / Object:** **5300271 / 562600**

Andy Hopkins (Oct 8, 2021 09:31 MDT) Oct 8, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa A. McDonald** MAM Phone # **505-303-9502**

Email: **mamcdonald@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB PWD PARK MRC PNC EQUIP LEASE

Final Audit Report 2021-10-08

Created:	2021-10-08
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAgtdAUWfII23hw6gchEu8OI7n3pBAaaHr

"GB PWD PARK MRC PNC EQUIP LEASE" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-10-08 - 2:08:01 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-10-08 - 2:10:23 PM GMT

Email sent to mamcdonald@santafenm.go bounced and could not be delivered
2021-10-08 - 2:10:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-10-08 - 3:16:51 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-10-08 - 3:31:34 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-10-08 - 3:31:37 PM GMT

Email sent to mamcdonald@santafenm.go bounced and could not be delivered
2021-10-08 - 3:31:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-10-08 - 4:26:47 PM GMT

Document declined by Fran Dunaway (fadunaway@santafenm.gov)
2021-10-08 - 4:31:40 PM GMT

Region 4 Education Service Center (ESC)

Contract # R210201

for

Golf, Utility and Hospitality Carts

with

E-Z-GO Division of Textron Inc.

Effective: October 1, 2021

E-Z-GO and Cushman

Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services

Overview

Contract Documentation

Utility Vehicles

Personnel Transportation Vehicles

Industrial Vehicles

Sustainability

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Golf, Utility and Hospitality Carts

Region 4 ESC - TX

Contract Number: R210201

October 1, 2021 through September 30, 2024
Option to renew for two (2) additional one-year periods through September 30, 2026.

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach
- RFP Opening Documents

Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services

Region 4 ESC - TX

Contract Number: R161101

January 1, 2017 through December 31, 2019
Option to renew for two (2) additional one-year periods through December 31, 2021
RENEWED THROUGH December 31, 2021

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Board Recommendation and Approval
- Contract Award Letter
- Contract Amendment 1
- Contract Renewal 1
- Contract Renewal 2
- Contract Update 1
- Contract Update 2
- Contract Update 3
- Contract Update 4

Response Evaluation

- Supplier Response to RFP
- Supplier Response to RFP - Additional Information
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication
- RFP Response Receipt List and Opening Sign-In Sheet

REQUEST CONTRACT INFORMATION

Contact Information

Brittney Booz
National Accounts Manager

Email: bbooz@Textron.com
Phone: 706-755-5553

SUPPLIER WEBSITE

The following documents comprise the executed contract between the Region 4 Education Service Center and E-Z-GO Division of Textron Inc. effective October 1, 2021:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between E-Z-GO Division of Textron Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Golf, Utility and Hospitality Carts("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R210201_ for _Golf, Utility and Hospitality Carts_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: E-Z-GO Division of Textron Inc.

Address: 1451 Marvin Griffin Rd

City/State/Zip: Augusta, GA 30906

Telephone No.: 401-457-2327

Email Address: mwilliams@textron.com

Printed Name: Maryellen Williams

Title: Contracts Administrator

Authorized signature: Maryellen Williams

Accepted by Region 4 ESC:

Contract No. R210201

Initial Contract Term October 1, 2021 to September 30, 2024

Margaret L. Bass
Region 4 ESC Authorized Board Member

6/29/2021
Date

Margaret S. Bass
Print Name

Linda Tinnerman
Region 4 ESC Authorized Board Member

6/29/2021
Date

Linda Tinnerman
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14/4	7 Days Delivery	7 days should be switched to 6-8 weeks	Agreed
17/4	Additional Services	Notwithstanding the foregoing, the parties agree that Offeror may, at time of quote, issue an additional fee of up-to three hundred and fifty (350) United States Dollars for set-up and local delivery. Exact amount will depend on the specific order and destination. When applicable, Region 4 ESC shall include such additional fee in the Purchase Order.	Agreed

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021

ISSUE NO. 7d

Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of $367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 11/29/2021
Governing Body: 12/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/29/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of $367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee	**Review:**
Public Works and Utilities	Committee: 11/08/2021
Finance	Committee: 11/29/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 24, 2021 and were subsequently evaluated for completeness and accuracy. The base bids are $163,971.00 and $166,293.00 for Allied 360 Construction. and Sub Surface Contracting respectively and were very similar in pricing for certain types of work. TLC was the highest bidder at $244,863.15.

Sub Surface Contracting has had the current On-Call Contract with the Wastewater Division for the past four years.

The Wastewater Division has verified with Los Alamos County that Allied 360 Construction has satisfactorily completed some of the type work outlined in the Bid.

TLC Inc. had the on-call contract with the Wastewater Division in the past prior to Sub Surface. TLC is also lower in pricing for some specialty work items like pipe bursting, trenchless spot repairs and major sewer line replacements and they have a larger work force to call upon.

For these reasons, it was decided to award and utilize all three (3) Contractors

A summary of the bids is provided below:

Bidders	**Total Bid without NMGRT**
Allied 360 Construction	$163.971.00
Sub Surface Contracting, Inc.	$166,293.00
TLC Plumbing & Utility	$244,863.15

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3203056
Allied 360 # 3203057
TLC # 3203058

FUNDING SOURCE:
The funding source is:
Waste Water Operating Collections and Operations
FY 2022
Fund Name/Number: Waste Water Enterprise Fund/ 505
Munis Org Name/Number: Operations 5000367; Collections 5000362
Munis Object Name/Number: Repair & Maint. System Equip. / 520150

Funds for this work are available in Business Unit, Line Item 5000362-520150 (Collections) in the amount of $150,000.00 including NMGRT and Business Unit, Line Item 5000367-520150 (Operations) in the amount of $50,000.00

RECOMMENDATION:

The Wastewater Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc., Allied 360 Construction and TLC Plumbing & Utility for Bid # '21/46/B for the FY 21/22 Publicly Owned

Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 for a total amount of $200,000.00 inclusive of NMGRT for FY2021-22.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval.

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Allied 360 Construction, LLC. 2) Sub Surface Contracting, Inc. 3) TLC Plumbing, Inc. *(see page 15 for contact info)*	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement CIP #962

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/46/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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.

Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**

Taxes: The unit price shall exclude all state taxes.

Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights 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 order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City 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).

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.

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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

Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

Records and Audit: The Contractor 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 three (3) years from the date of final payment under this Price 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 for services under this Price Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all 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 under Article X - Price Schedule. 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 City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor 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 specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article X-Price Schedule. 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
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor'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 City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
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. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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 City's Chief procurement Officer or his/her designee and the Contractor 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 City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, 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 Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold 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.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Work Orders
Only written signed Work 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 item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
CITY AND CONTRACTOR

PUBLICLY OWNED TREATMENT WORKS (POTW) ON-CALL REPAIR, REPLACEMENT, EXTENSION AND REHABILITATION OF SEWER COLLECTION SYSTEM PRICE AGREEMENT CIP #962

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **ALLIED 360 CONSTRUCTION, LLC., SUB SURFACE CONTRACTING, INC. AND TLC PLUMBING, INC.**, hereinafter referred to as the "Contractor(s)" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The Contractor shall perform the following work:

      1) The City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call 'to the requests when such requests are originated and authorized by the City of Santa Fe.

      The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to complete Work authorized under a Work Oder and in accordance with the drawings, specifications, and other Contract Documents.

   B. The Work to install fully functioning, warrantied sewer lines and manholes and other work issued by a Work Order includes, but is not limited to the following:

      1. Installation of all specified sewer lines, sewer manholes and service connections, etc.
      2. Earthwork, grading and compaction for the restoring the driving surface over disturbed

areas.

3. Coordination with Public Service Company of New Mexico (PNM) as required
4. Coordination with the New Mexico Gas Company as required
5. Coordination with Century Link as required
6. Coordination with New Mexico NM811 and/or contracting with utility location providers as required.
7. Coordination with the City's Wastewater Division for periodic review of system installations.
8. Any other related work associated with this work, as drawn and specified in the WO.
9. Provide all required materials testing.
10. Provide 12 month Contractor's warranty on installed sewer collection systems, parts and labor.
11. Provide Manufacturer's warranties on miscellaneous parts and labor.

C. The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders:

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications
- of all existing conditions, measurements and dimensions before signing each WO.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

D. The Contractor shall perform all the work required by the Wastewater Management Division, as required, on each Work Order (WO) in the Contract Documents (attached) for the City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement.

E. The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

F. The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

G. The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

H. The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

I. Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/46/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as thoughset forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, DELIVERABLES, MILESTONES, AND COMPLETED WORK ORDERS (WO) including gross receipts tax.

The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. 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 receivedby 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.)

E. The 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 thedate 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 theContractor 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 dateof 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. 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.

8. 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.

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Change Orders.

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by

Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. 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.

18. 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.

19. 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 tocorrect these deficiencies.

20. 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.

21. 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.

22. 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.

23. 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-ownedautomobiles, 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.

24. 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

25. 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.

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. 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.

28. 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.

29. Notices.

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

To the City:
City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507
(505) 955-4650

To the Contractor(s):

1) Allied 360 Construction, LLC
Contact: Patrick Herrera, Managing Member/Owner
P.O. Box 1913
Espanola, NM 87532
Ph: (505) 470-5779
Email: patrickherrera@ymail.com

2) Sub-Surface Contracting, Inc.
Contact: Neal J. Keiper / Owner-President
27 Paseo de River
Santa Fe, NM 87507
Ph: (505) 473-1000
Email:

3) TLC Plumbing, Inc.
Contact: Eddie Padilla, Chief Dev. Officer
5000 Edith Blvd. NE
Albuquerque, NM 87107
Ph: (505) 761-9696
Email:

30. 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:_____

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#.

CONTRACTOR:
TLC PLUMBING, INC.

NAME: Eddie C. Padilla

TITLE: Chief Development Officer

DATE: 8/23/21

CRS# 02-226090-000
BRN# 222153

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:

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#.

CONTRACTOR:

SUB SURFACE CONTRACTING, INC.

NAME:

TITLE: PRESIDENT

DATE: 8-26-21

CRS# 02-104256-000
BRN# 46991

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:

HLA

ALAN WEBBER, MAYOR

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#.

CONTRACTOR:
Allied 360 Construction, LLC.

NAME: Patrick Herrera
TITLE: Managing Member
DATE: 9/16/2021

CRS# 03-147576000-0
BRN# 231055

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
1	Point Repair, 6" to 8" pipe, remove and replace, 0' to 6 ' in depth including PVC pipe	$4,200.00	$3,550.00	$6,345.00
2	Point Repair, 6" to 8" pipe, remove and replace, 6' to 10' in depth including PVC pipe	$4,400.00	$4,650.00	$9,235.00
3	Point Repair, 6" to 8" pipe, remove and replace, 10' to 16' in depth including PVC pipe	$5,000.00	$8,300.00	$7,365.00
4	Point Repair Additional Cost for remove and replace, greater than 16' depth for 6" to 8" pipe including PVC pipe	$197.00	$1,685.00	$220.00
5	Point Repair, 10" to 15" pipe, remove and replace, 0' to 6 ' in depth including PVC pipe	$5,700.00	$4,450.00	$7,500.00
6	Point Repair, 10" to 15" pipe, remove and replace, 6' to 10' in depth including PVC pipe	$5,200.00	$6,700.00	$10,390.00
7	Point Repair, 10" to 15" pipe, remove and replace, 10' to 16' in depth including PVC pipe	$6,200.00	$9,350.00	$13,945.00
8	Point Repair Additional Cost for excavation greater than 16' depth for 10" to 15" pipe including PVC pipe	$239.00	$1,875.00	$220.00
9	Point Repair, 18" to 24" pipe, remove and replace, 0' to 6' in depth including PVC pipe	$7,600.00	$4,975.00	$11,250.00
10	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth including PVC pipe	$8,600.00	$7,100.00	$13,255.00
11	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth including PVC pipe	$9,500.00	$10,500.00	$16,810.00
12	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe including PVC pipe	$347.00	$1,875.00	$220.00
13	8" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$105.00	$75.00	$43.95
14	10" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$115.00	$85.00	$58.90
15	12" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$130.00	$95.00	$75.65
16	15" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$167.00	$105.00	$100.50
17	18" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$196.00	$125.00	$138.45
18	24" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$250.00	$140.00	$229.85
19	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	$25.00	$65.00	$64.20
20	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	$35.00	$85.00	$74.90
21	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	$47.00	$125.00	$109.20
22	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	$45.00	$255.00	$18.20
23	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	$60.00	$75.00	$64.20
24	Trenching, Backfilling & Compaction for12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	$75.00	$90.00	$74.90
25	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	$95.00	$140.00	$109.20
26	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	$110.00	$265.00	$19.85
27	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	$110.00	$80.00	$64.20

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
28	Trenching, Backfilling & Compaction for18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	$112.00	$95.00	$74.90
29	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	$125.00	$165.00	$136.50
30	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	$125.00	$275.00	$21.85
31	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	$227.00	$498.00	$70.00
32	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	$255.00	$585.00	$70.00
33	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	$300.00	$610.00	$85.00
34	Traffic Control Residential –per Work Zone –per Day	$1,800.00	$1,220.00	$80.00
35	Traffic Control Non-Residential Major Collectors and Arterials – per Work Zone –per Day	$2,000.00	$1,395.00	$530.00
36	Asphalt Removal, Disposal & Replacement including 6" Base Course and 4" Asphalt	$2,250.00	$17,000.00	$7,550.00
37	Curb/Gutter Removal, Disposal and Replacement	$31.00	$80.00	$65.30
38	Sidewalk Removal, Disposal and Replacement	$41.00	$225.00	$98.45
39	New Manhole, 4' Diameter, type "C" or "E", 6' deep or less, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	$6,800.00	$6,500.00	$12,115.00
40	New Manhole, 4' Diameter, type "C" or "E", over 6' to 10' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	$7,800.00	$8,500.00	$14,360.00
41	New Manhole, 4' Diameter, type "C" or "E", over 10' to 16' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	$1,400.00	$12,000.00	$18,815.00
42	Additional Cost for depth greater than 16' depth for 4' Diameter Manhole	$1,100.00	$975.00	$560.00
43	New 12 inch thick Concrete Manhole Collar where none exists in Dirt Road or Easement area	$2,200.00	$1,550.00	$1,700.00
44	MH Wall Rehabilitation	$100.00	$600.00	$330.00
45	MH Inverts & Shelf Rehabilitation	$2,100.00	$2,400.00	$3,600.00
46	MH Inverts & Base Replacement	$6,200.00	$4,450.00	$20,370.00
47	Sewer Service Connection as part of a Point Repair/Open Trench	$4,250.00	$950.00	$4,320.00
48	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	$9,700.00	$1,450.00	$4,320.00
49	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement	$1,100.00	$1,825.00	$4,320.00
50	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth including Asphalt Replacement	$395.00	$4,800.00	$430.00
51	MH Cleaning (i.e. debris, roots, etc.)	$4,400.00	$1,275.00	$3,000.00
52	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	$4,200.00	$2,400.00	$3,800.00
53	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar(City Furnished F&C & Barrels)	$2,200.00	$2,850.00	$4,255.00
54	Easement Clearance and Grading for Access & Repair Work	$47.00	$250.00	$10.00
55	Rip Rap & Wire Mattress –New Installation	$5,000.00	$675.00	$800.00
56	Gabion Basket –New Installation	$1,100.00	$710.00	$650.00
57	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep -Core Drill	$1,200.00	$1,800.00	$3,415.00
58	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep -Core Drill	$2,400.00	$2,300.00	$340.00
59	Rock Excavation	$65.00	$375.00	$140.00
60	Select Fill Material-Delivered	$3,200.00	$1,295.00	$2,730.00

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	**1) Allied 360 Construction, LLC**	**2) Sub Surface Contracting, Inc.**	**3) TLC Plumbing, Inc.**
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
61	Smoke Testing-Supervisor	$14,000.00	$4,800.00	$10,000.00
62	Smoke Testing-Helper	$8,000.00	$3,600.00	$4,240.00
63	Smoke Testing Traffic Control Allowance	$5,000.00	$5,000.00	$5,000.00
64	Materials Testing - Allowance	$2,000.00	$2,000.00	$2,000.00
65	Street Cut Permits - Allowance	$2,000.00	$2,000.00	$2,000.00
	Total Base Bid Incl: allowances, mobilization, Demobilization, labor, materials, equipment, bonding, insurance, etc.	**$163,971.00**	**$166,293.00**	**$244,863.15**

GENERAL CONDITIONS
& SPECIAL CONDITIONS

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203058**

Contractor: **TLC**

Description: **(POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

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

[☑] Approved by Council Date: **Pending**

Contract / Lease: Up to $200,000 inclusive

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History: 21/46/B**

Fran Dunaway (Oct 25, 2021 09:44 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: COSF Price Agreement award from issuance ITB #21/46/B

4. **Funding Source: Waste Water** **Org / Object: 5000367.520150; 500036**

Andy Hopkins (Oct 22, 2021 15:41 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

TLCPLUM-01 CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED TLC Company Inc dba TLC Plumbing and Utility 5000 Edith Blvd NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Company — 24112 INSURER B : Westfield National Insurance Company — 24120 INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: BI/PD Ded $5,000	X	X	CMM 1466277	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CMM 1466277	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2020	12/31/2021	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
A	Installation Floater			CMM 1466277	7/1/2021	7/1/2022	Builders Risk	12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Wide Water Utility Construction & Repair Price Agreement, CIP #3057

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn Stan Holland
73 Paeso Real
Santa Fe, NM 87507

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

Policy #1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 80 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.(2)(a)** is replaced with the following:

(a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of Insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of Insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization (called "additional Insured") described in paragraphs **a.** through **g.** below whom you are required to add as an additional Insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street bannera, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an Insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional Insured for injury or damage covered by this endorsement to be excess and non contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to Item **1:**

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an Insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and noncontributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS,** item **3.** is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS,** item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** Item **14.** the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

CA 70 75 10 08

POLICY NUMBER: CMM 1466277 INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 030

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- **A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- **B. Supplementary Payments**
  - Bail Bonds - $3000
  - Loss of Earnings - $500
- **C. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- **D. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- **E. Airbag Coverage - Accidental Discharge**
- **F. Knowledge and Notice of an Accident, Claim or Suit**
- **G. Unintentional Failure To Disclose Hazards**
- **H. Worldwide Coverage**
- **I. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 80
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

CA 70 77 04 13

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance, such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments,** subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions,** subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss,** is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory,** subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rio or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS,** Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

POLICY NUMBER: 1466277 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Automatic Status when required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2009

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 12/31/2020
Policy No.: EWC008469
Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

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Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

GSI-364-NFC (8-13)

Date Printed: 01/08/2021

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: 5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

Owner: DALE ARMSTRONG

License Number: 222153

Issued Date: December 31, 2020

Expiration Date: December 31, 2021

CRS Number: 02226090000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - Plumbing

Fees Paid: $10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

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 # **3203056**

Contractor: **Sub Surface**

Description: **(POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

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

☑ Approved by Council Date: **Pending**

Contract / Lease: Up to $200,000 inclusive

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History: 21/46/B**

Fran Dunaway (Oct 25, 2021 09:44 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: COSF Price Agreement ITB #21/46/B multi-award

4. **Funding Source: Waste Water** **Org / Object: 5000367.520150; 500036**

Andy Hopkins (Oct 22, 2021 15:41 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : ACUITY, A Mutual Insurance Company 14184 INSURER B : Builders Trust of New Mexico INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
73 Paseo Real
Santa Fe, NM 87507

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: SUBSURF-01 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a pirmary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specialty

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

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 # **3203057**

Contractor: **Allied 360**

Description: **(POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

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

[☑] Approved by Council Date: **Pending**

Contract / Lease: Up to $200,000 inclusive

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History: 21/46/B**

Fran Delaway (Oct 25, 2021 09:44 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: COSF Price Agreement -multi award 21/46/B

4. **Funding Source: Waste Water** **Org / Object: 5000367.520150; 500036**

Andy Hopkins (Oct 22, 2021 15:41 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2021

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

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

PRODUCER	CONTACT NAME: Venessa Vigil-Kim	
Brown & Brown Insurance of New Mexico, Inc. 1660 Old Pecos Trail Suite D Santa Fe NM 87505	PHONE (A/C, No, Ext): (575) 758-2249	FAX (A/C, No):
	E-MAIL ADDRESS: vkim@bbnm.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Allied 360 Construction LLC PO Box 1913 Espanola NM 87532	INSURER A : The Cincinnati Insurance Company	10677
	INSURER B : New Mexico Employer's Assurance Company	13674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20/21 WC & 21/22 PKG **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EPP0495694	07/02/2021	07/02/2022	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 $ 500,000 $ 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			EBA0495694	07/02/2021	07/02/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0102290.101	11/25/2020	11/25/2021	[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)

RE: On-Call Contract

CERTIFICATE HOLDER

City of Santa Fe Wastewater Division Attn. Stan Holland
73 Paseo Real
Santa Fe NM 87507

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: ALLIED 360 CONSTRUCTION LLC
DBA: ALLIED 360 CONSTRUCTION LLC

Business Location: 1709 W SHADOWOOD LANE
ESPANOLA, NM 87532

CRS Number: 03147576000

Owner: patrick herrera

License Number: 231055

License Type: Business License - Renewable

Issued Date: September 08, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: September 08, 2022

Fees Paid: $10.00

ALLIED 360 CONSTRUCTION LLC
1709 W Shadowood LN
ESPANOLA, NM 87532

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc. ; TLC; Allied 360

Procurement Title: (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962

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

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

Department Requesting Public Utilities Dept

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
☐	X	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
X	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

stan holland

Public Utilities Dept / WWMD/ Stan Holland stan holland (Oct 18, 2021 16:23 MDT)

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

Fran Dunaway

Fran Dunaway (Oct 25, 2021 09:44 MDT)

Chief Procurement Officer Oct 25, 2021

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

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

*

Signature: Michael Dozier (Oct 18, 2021 16:26 MDT)

Email: mldozier@santafenm.gov

Signature: Shannon Jones (Oct 18, 2021 17:10 MDT)

Email: swjones@santafenm.gov

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof unless another meaning is clearly specified:

ADDENDA - Written or graphic instruments issued prior to the execution of the Contract Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

ARCHITECT/ENGINEER (A/E) – New Mexico registered architect or registered professional engineer or the Architect's or professional engineer's designated representative, who is working directly under the direct supervision of the architect or professional engineer. For design/build delivery projects, the Architect/Engineer (A/E) shall mean the New Mexico licensed architect or registered professional engineer who is retained by or teamed with the Contractor to develop the design and construction plans for the project.

BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a Bid for the Work.

BONDS - Bid, Performance, and Labor and Materials Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

CALENDAR DAY – Each and every day shown on the calendar, Beginning and ending at midnight.

CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CITY - City of Santa Fe, New Mexico.

CONSULTING ENGINEER – New Mexico registered professional engineer, or the designated representative, who is working under the direct supervision of the consulting engineer, who has designed the technical aspects of this project for the City of Santa Fe.

CONTRACT DOCUMENTS - The Construction Contract and those additional documents identified and incorporated by reference therein.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents and as specifically set forth in the Construction Contract.

CONTRACT TIME - The time period stated in the Contract Documents for the completion and acceptance of the Work by the Project Manager. This time may be defined as a specified fixed date, given number of work days, or a given number of calendar days

CONTRACTOR - The person, firm or corporation possessing the proper New Mexico Contractors license (s) with whom the City has executed the Construction Contract.

ENGINEER - The City of Santa Fe Wastewater Management Division Engineer, or designated representative, assigned to manage the project contract. Engineer shall mean New Mexico registered professional engineer.

EXTRA WORK – 1) an item of work ordered under the contract for which there is no unit bid price, or 2) when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or 3) when, in the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or of unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site any of which will require the Contractor to significantly alter the method, prosecution and progress of the work, or 4) when the original contract quantity of a major item is adjusted by more than twenty-five percent (25%).

FIELD ORDER - A written order effecting a change in the Work which does not involve an adjustment in the Contract Price or an extension of the Contract Time, issued by the Project Manager to the Contractor during performance of the Work.

HOLIDAYS – Holidays will be observed as follows unless otherwise provided by the City Council:
New Years Day
Martin Luther King Jr.'s Birthday
Presidents Day (observed the day following Thanksgiving Day)
Memorial Day
Independence Day (4th of July)
Labor Day
Santa Fe Fiesta (1/2 day)
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

PLANS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the City.

PROJECT - The undertaking for which the Work is to be performed as provided in the Contract Documents.

PROJECT MANAGER - The person designated by the City or its Engineer to be responsible for supervising the performance of the Work by the Contractor and compliance with the Contract Documents.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated, performed or installed.

SPECIFICATIONS - Written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

SUBCONTRACTOR - An individual, firm or corporation approved by the City and having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WORK - All labor necessary to produce the construction or services required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project as more specifically described in the Contract Agreement.

WORKING DAY - Each day, exclusive of Saturdays, Sundays, and holidays, as set out in Subsection 1 HOLIDAYS, on which work can be effectively prosecuted for six hours or more. The determination of whether a working day will be charged will be made by the Project Manager or Engineer at the beginning of the work day. No time will be charged if the weather improves after a non-working day has been declared, unless the contractor chooses to perform work, and only if that work is performed for six (6) hours or more. No time will be charged for work done to preserve and protect existing work during non-working days. A working day will be charged when work is effectively prosecuted for six (6) hours or more on any contract item that requires inspection or testing by the City on a Saturday, Sunday or holiday. The contractor may elect to observe a national holiday in lieu of observing the City holiday, as defined in HOLIDAYS in which case, for the purpose of assessing working days, the city holiday will no longer be considered a holiday.

WRITTEN NOTICE - Any notice to any party of the Construction Contract relative to any part of this Contract Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the said party's last given address, or delivered in person to said party or the said party's authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings, by the Project Manager, as necessary to carry out the Work required by the Contract Documents.

Additional drawings and instructions thus supplied to the Contractor by the Project Manager will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Project Manager such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable in a format approved by the Project Manager for the Work to be performed. The construction schedule shall be submitted to the Engineer before the Pre-construction meeting.

With each such partial payment application, the Contractor shall submit to the Project Manager updated construction progress schedule showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

A. The dates at which special detail drawings will be required; and

B. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit to the Project Manager prior to commencing the Work, a schedule of payments that Contractor anticipates it will earn during the course of the Work.

The Contractor shall provide a two-week advance written notice to the Project Manager on any planned road closures with the dates and times of the length of the anticipated closure.

4. PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials (except for materials specified to be furnished by the City), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Work in an acceptable and professional manner, ready for use, occupancy or operation by the City. The original set of plans will be kept at the Wastewater Treatment Plant during the construction of this project.

5. SHOP DRAWINGS

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer, Project Manager or the Project Manager's designated representative, shall promptly review all Shop Drawings. The approval of the Engineer, Project Manager or the Project Manager's designated representative of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer or Project Manager's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer, Project Manager or the Project Manager's designated representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager upon request.

6. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise may be specifically stated in the Contract Documents, the Contractor shall provide and pay for the costs and associated taxes for all materials (except for materials specified to be furnished by the City), labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment furnished by the Contractor shall be in accordance with samples submitted by the Contractor and approved by the Engineer or Project Manager.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor, subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

The Owner may hire and pay for an independent testing company and testing laboratory to complete verification testing for work completed by the Contractor. The Contractor shall be responsible for quality control of all work for the project and is responsible for ensuring that all work is completed in accordance with the Contract Documents including associated compliance testing. Any costs associated with quality control of completing the required work in the contract documents including compliance testing shall be considered incidental to the cost of completing the work.

Inspections, tests or approvals by the Engineer or Project Manager, or others shall not relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer, Project Manager and the Project Manager's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer, Project Manager or the Project Manager's representatives, it must, if requested by the Engineer, Project Manager or the Project Manager's representatives, be uncovered for the Engineer, Project Manager or the Project Manager's representative's observation and replaced at the Contractor's sole expense.

If the Engineer or Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer or Project Manager's request, will

uncover, expose or otherwise make available for observation, inspection or testing as the Engineer or Project Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

8. PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly provides such information to the Project Manager.

9. SURVEYS, PERMITS, REGULATIONS

The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes. When it becomes necessary by reason of construction to remove or obliterate any triangulation station benchmark, corner, monument, stake, witness mark or other survey reference mark, it shall be the duty of the Contractor to cause, at the Contractor's sole expense, the mark to be re-established by a registered surveyor in accordance with New Mexico State Statute 61-23-28.

Unless otherwise stated in the Contract Documents or agreed to in writing by the City all permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in Section 14, Changes in the Work.

10. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, landscaping, irrigation systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with and provide all notices required by all applicable laws, ordinances, rules, regulations and orders of every public body having jurisdiction over the Contractor, the City or the Project. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the City or the Engineer or Project Manager, or any one employed by either of them or anyone for whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Project Manager or City, shall act to prevent threatened damage, injury or loss. Contractor will give the Engineer orProject Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

11. PROTECTION OF UTILITY RIGHTS-OF-WAY AND SERVICES

Where the Contractor's operations are adjacent to railways or utilities or are adjacent to other properties, damage to which may result in considerable expense, loss or inconvenience, work shall not commence until the Contractor has made all arrangements necessary to protect these facilities.

The Contractor shall cooperate with the owners of underground or overhead utility lines in their removal and rearrangement operations in their removal or relocation in order to eliminate duplication of effort by utility owners and to prevent interruption of service.

If water or utility services are interrupted due to accidental breakage or as a result of being exposed or unsupported during the Contractor's operations, the Contractor shall provide continuous repair work until the service is restored. No work shall be commenced around fire hydrants until provision for service has been approved by the local fire authority.

The contractor agrees and recognizes that there are ongoing operations of City facilities at and around the project site. It shall be the responsibility of the Contractor to coordinate work with said City facility operations.

12. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of these specifications or in exercising powers or authority granted to them by or within the scope of the contract, there shall be no liability upon the City's Engineer, Project Manager, or their authorized representatives, either personally or as officials of the City, it being understood and agreed that in such matters they act solely as agents and representatives of the City

13. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the Construction Contract. If such changes increase or decrease the amount due under

the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Contract Change Order.

The Engineer or Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer or Project Manager, unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer or Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City.

14. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved.
B. An agreed lump sum.
C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work covered by the Change Order. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of such Work to cover the cost of bonds, insurance, and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and it is important that the Work be vigorously pursued to completion. The cost to the City of the administration of the contract, including engineering, inspection and supervision, will be increased as the time occupied in completing the work is increased. The operation of City facilities is subject to detriment and inconvenience when full use cannot be made of an incomplete project.

The Contractor will proceed with the Work at such rate of progress to insure full completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work described herein is a reasonable time, and that in submitting a bid on the Project and executing the Construction Contract the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

Should the Contractor fail to complete the Work within the Contract Time, or such extension of contract time as has been granted by the City, then the Contractor agrees to the following schedule of liquidated damages representing inconvenience and monetary damage to the City and the operation of its facilities:

Original Contract Amount			
From More Than	To And Including	Charge Per Calendar Day	Charge Per Work Day
$ 0	$ 100,000	$ 250	$ 350
$ 100,000	$ 500,000	$ 600	$ 600
$ 500,000	$ 1,000,000	$ 800	$ 1,100
$ 1,000,000	$ 2,000,000	$ 1,150	$ 1,600
$ 2,000,000	$ 4,000,000	$ 1,350	$ 1,900
$ 4,000,000	$ 8,000,000	$ 1,725	$ 2,450
$ 8,000,000	$ *no limit*	$ 1,925	$ 2,750

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may, in its sole discretion, determine that such event has delayed the critical path of the Work or overall completion of the Work after considering the advice of the Project Manager, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Project Manager and City, not more than 10 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress narrative report to the Project Manager. Within thirty days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay shall be waived by the Contractor.

Except as otherwise provided below, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, when such hindrance or delay is the result, directly or indirectly, of the Contractor's action or inaction or the action or inaction of the Contractor's agents, representatives or subcontractors or when such delay was foreseeable or avoidable. In the event that a hindrance or delay in the orderly progress of the Work was not, directly or indirectly, the result of the Contractor's action or inaction, and when such delay was not foreseeable or avoidable, the City may pay the Contractor for any additional costs or expenses directly incurred as a result of the delay that cannot reasonably be avoided or reduced, which the Contractor demonstrates to the satisfaction of the City. Except as provided above, Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the City's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed

as compensable delays, it being acknowledged that the Contract Price includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

16. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Engineer or Project Manager for failure to comply with the Contract Documents, whether incorporated in the Project or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without any expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's sole expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City may remove or correct such Work and store the materials at the sole expense of the Contractor. If at the time the City removes or corrects such Work and stores materials and any amount of the Contract Price is then due and owing to the Contractor, the City may deduct from the amount owed to the Contractor, the costs incurred by the City for such removal, correction and storage.

17. SUSPENSION OF WORK, ORDERED BY THE ENGINEER

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt of the request, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or its subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and the City will modify the contract in writing accordingly.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this section to the extent that performance would have been suspended or delayed by other causes, or for which an adjustment is provided for or excluded under other terms or conditions of this contract.

18. DEFAULT OF CONTRACT

The Contractor is in default of the Contract if the Contractor:

A. Fails to begin work under the contract within the time specified in the “Notice to Proceed,” or:

B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or:

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or:

D. Discontinues the prosecution of the work, or:

E. Fails to resume work which has been discontinued within a specified (minimum 14 calendar days) time after notice to do so, or:

F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or:

G. Allows a final judgment, in a suit filed in connection with this contract, to stand against him unsatisfied for a period of thirty (30) calendar days, or:

H. Makes an assignment, in connection with this contract, for the benefit of creditors, or:

I. For any other cause, except as provided in the Construction Contract, fails to carry on the work in an acceptable manner.

The Project Manager will give notice in writing to the Contractor and the Contractor's surety of such delay, neglect, or apparent default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the City may, upon written notification from the Engineer of the fact of such delay, neglect, or apparent default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract to declare the Contractor in default and take the prosecution of the work out of the hands of the Contractor and demand compliance by the surety of the terms, conditions and obligations contained in the Performance Bond executed by the surety and Contractor.

Upon the default of the Contractor as set forth above, the surety shall take charge of said work and complete the contract at its own expense pursuant to the terms of said contract, receiving, however, any balance of funds due and owing Contractor in the hands of the City under said contract. In the event the surety fails to take charge of the project upon the demand of the City to do so, the City may undertake to complete the project with its won forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the City, together with the cost of completing the work under contract, will be deducted from the contract funds, which are due or may become due the defaulting Contractor. lf such expense exceeds the sum which would have been payable under the contract, then the defaulting Contractor and the surety shall be jointly and severally liable for the amount of such excess expense.

19. TERMINATION OF CONTRACT – NO FAULT OF CONTRACTOR

After ten (10) days from delivery of a Written Notice to the Contractor from the Project Manager, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Construction Contract. In such case, the Contractor shall be paid for all Work executed in conformance with the Contract Documents and any expense sustained plus reasonable profit.

20. PAYMENTS TO CONTRACTOR

Payments to the Contractor by the City shall be as specified in the Construction Contract, and as specified in the Special Conditions.

Prior to Substantial Completion, the City, with the approval of the Project Manager and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

The City shall have the right to enter the premises where the work is being performed for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the Work, the Project Manager shall issue a certificate attached to the final payment request that the Work has been accepted by the Project Manager under the conditions of the Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Materials Payment Bond.

22. ASSIGNMENTS

Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Construction Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

23. SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The City must approve the use of any Subcontractor.

The Contractor shall not award Work to Subcontractor(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.

At the Pre-construction conference, the Contractor shall submit a list of all subcontractors and material suppliers to be utilized on the Project. For design/build delivery projects, the Contractor shall list the Architect/Engineer and the manufacturer for the building or pre-engineered structure on the Bid Form. The Contractor shall also comply with provisions of the Contractors Fair Practice Act.

The Contractor shall be fully responsible to the City for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts that require Contractor to make prompt payment in accordance with the Retainage Act (NMSA 1978, 57-28-1, etseq.)

Nothing contained in this Contract Agreement shall create any contractual relation between any Subcontractor and the City.

24. DUTIES OF THE CONTRACTOR

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any of the conditions of the Contract. The Contract requires performance of services entirely at the Contractor's risk and Contractor has agreed to indemnify the City from all claims, demands and actions, arising from the Contractor's actions, errors or omissions.

The Contractor will supervise and direct all work to be performed pursuant to this Agreement. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain at the project site a qualified superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the services provided pursuant to this Agreement.

Construction Surveying will be provided by the Contractor.

25. JOB SITE ADMINISTRATION

Except as provided in the Instructions to Bidders, the outdoor storage and staging yard must be obtained by the contractor at his/her sole expense. The Contractor shall erect a security fence to enclose the storage and staging area and be responsible for orderly use of the storage sites and clean up of all areas affected by the project to the original condition. Construction materials and equipment such as tools, scaffolds, forms and excess material not in use shall be stored or stacked in neat order at the contractor's storage site.

Services performed pursuant to this Agreement are not to interfere with the city's normal operation and maintenance. All areas affected by this project are to be kept continually clean and free of debris. Areas where welding is occurring are to be shielded to prevent flying sparks and debris.

Contractor shall be responsible for all areas of the site used by the Contractor, subcontractors, suppliers or other involved in performance of the services to be performed in the Contract. Contractor shall have the right to exclude all persons who have no purpose or function related to the performance or inspection of the services, except personnel employed by the city or other governmental agencies. Contractor may require all persons on the site of the work to observe all regulations the Contractor requires of the Contractor's employees. Contractor will exert full control

over the site and personnel with respect to use, safety and preservation of property and the existing facilities, except for controls as reserved to City or others.

Contractor shall at all times keep the site free from accumulation of waste materials or rubbish caused by Contractors operations. At the completion of the services to be performed in the Contract, Contractor shall remove Contractor's waste materials and rubbish from and about the project, as well as all Contractor's tools construction equipment, machinery, and surplus materials, and shall clean all surfaces.

Volatile, hazardous or dangerous wastes shall be properly stored and disposed of daily in covered metal containers. The Contractor shall promptly remove all spilled or splattered materials from surfaces to prevent marring, staining, or their damage. All wastes shall be disposed in compliance with applicable anti-pollution laws and local ordinances. Adequate clean-up will be evaluated prior to all applications for progress payment.

The Contractor shall be responsible for and shall pay all landfill disposal fees related to this project.

26. PROJECT MANAGER'S AUTHORITY

The Project Manager or the Project Manager's designated representative shall act as the City's representative, acting under the direction and supervision of the Engineer, during the performance of the Work in connection with the Project. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager, will make visits to the site and determine if the Work is proceeding in accordance with Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Manager shall promptly make decisions relative to interpretation of the Contract Documents.

27. CLAIMS FOR ADJUSTMENT – DISPUTE RESOLUTION

The Contractor may make claims for additional compensation or time extension only when the Engineer disallows time extension requests which have been properly submitted by the Contractor, or for disputes alleging that work requested to be performed is extra work.

The Contractor is barred from filing claims after the Engineer has determined the work ordered is extra work.

To make a claim, the Contractor shall notify the Engineer, through the Project Manager, in writing of the intention to make a claim for such additional compensation before the Contractor begins the work on which the Contractor bases the claim, or in the case of Termination of Contract – No fault of Contractor, within thirty (30) days of the effective termination date.

If the timely notification is not given, and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby

waives claims for such additional compensation. Such notification by the Contractor, and the fact that the Project Manager has kept account of the cost as previously stated, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after review by the Project Manager and Engineer is found to be just, the Engineer shall originate a change order and submit the change order for approval.

All notifications of claim shall be made in writing to the Engineer, through the Project Manager, who shall either accept or deny the claim within thirty (30) calendar days.

If the claim is denied, or if the Contractor and the Owner cannot negotiate a satisfactory basis of payment or time extension, then the Contractor may proceed with litigation in a court of competent jurisdiction. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District and any action or suit commenced in a federal court shall be brought in the United States District Court for the District of New Mexico.

28. LAND AND RIGHT-OF-WAY

Prior to issuance of Notice to Proceed, the City shall obtain all land and right-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise specifically provided in the Contract Documents.

The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at the Contractor's own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance of final payment of the Contract Price. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance of final payment of the Contract Price of the Work that the completed Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

The Contractor shall provide the City with all certificates of long term guaranty or warranty regarding mechanical equipment, structural systems, paint, coating or finish.

30. MISCELLANEOUS

TAXES - Contractor shall be responsible for the payment of all applicable taxes levied on the Contract Price paid under this Agreement, including but not limited to the State of New Mexico gross receipts tax.

INDEPENDENT CONTRACTOR - The nature of the Contractor to the City shall be that of an independent contractor. The Contractor, and all employees and subcontractors of the Contractor, shall not be deemed agents, employees or servants of City. This Agreement shall not be construed as a joint venture or partnership between the parties hereto. The City will not withhold taxes, F.I.C.A. or the like from the payment for the Work. Nothing in this Agreement burdens the City with the duties of an employer concerning Contractor, or any employee or subcontractor of the Contractor, under any state workers' compensation laws, any state or federal occupational health and safety laws or any other state or federal laws. The Contractor and all employees or subcontractors of Contractor shall not participate in any of the "fringe benefits" generally made available by the City to its officers or employees. The City shall not provide the Contractor office space, clerical help, supplies or the like. The Contractor shall not have the benefit of an expense account, but the City shall reimburse the Contractor for extraordinary expenses incurred by Contractor in connection with the performance of the Construction hereunder, where the City agrees in advance to do so.

CONTRACTOR'S AUTHORITY - Contractor shall not enter into any agreement with any person which binds, or is intended to bind, City to any duty or obligation unless the City has given Contractor prior written consent to represent the City in such matter. Nor shall Contractor make representations to any person which indicate that Contractor is acting on behalf of the City, without the City's prior written authorization.

CONTRACTOR'S RIGHT TO CONDUCT BUSINESS - Nothing in the Contract Agreement or Contract Documents shall preclude or limit the Contractor from pursuing unrelated business opportunities; provided, however, that Contractor shall at all times during the term of the Contract Agreement, maintain the ability to perform its obligations hereunder in a professional and timely manner. Nor shall City limit or interfere with the Contractor's ability to manage its business or employees.

SANITARY, HEALTH, AND SAFETY PROVISIONS - The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements of the State and local Boards of Health or of other bodies having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards.

The Contractor shall provide on site, for the duration of the work, restroom facilities for the use of the Contractor's employees.

CLEAN AIR AND WATER POLLUTION CONTROL ACTS - During the performance of this Agreement, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

Any facility to be utilized in the performance of any non-exempt contract or subcontract is not to be listed on the list of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USE 1857c-8 and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring entry, reports and information, as well as all other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Contractor and all subcontractors will notify the City of any notification received from the Direct, Office of Federal Activities, EPS, indicating that a facility utilized, or to be utilized for performance of the obligations under the Contract, is under consideration to be listed on the EPA list of Violating Facilities.

Contractor will include, or cause to be included, the criteria and requirements in Section 25.6 of these General Conditions to the Agreement in every subcontract, and Contractor will take such action as the owner, or any governmental authority with jurisdiction, may direct as means of enforcing such provisions.

SPECIAL CONDITIONS

1. AMERICANS WITH DISABILITIES ACT COMPLIANCE:

The Contractor will comply with all relevant provisions of the Americans with Disabilities Act, as well as with the New Mexico Human Rights Act, and all other applicable local, state and federal laws governing the rights of the disabled.

2. WAGE RATE DETERMINATION:

Issuance of the following wage rate determination is done pursuant to Section 13-4-11 N.M.S.A. 1978, as amended, or such successor statute and with duly adopted rules and regulations properly registered with the Supreme Court, as required by law, and other statutes pertaining to public works in New Mexico.

Each certified payroll shall have the correct Wage Rate Decision Number printed clearly on the first page. The Contractor and all Subcontractors shall also submit certified payrolls. Prior to the issuance of a Certificate of Payment, the Contractor shall determine that a certified payroll has been submitted to the State Labor Commission as provided for by State law and that all other provisions applicable to and relating to the payment of wages to artisans, draftsmen, and laborers has been abided by and that said payments have been made in accordance with established scales as furnished by the State Labor Commission for this particular contract. In addition, the Contractor will not be allowed to split an individual worker(s) time/wages between crafts/laborer classifications.

3. SCHEDULE OF VALUES

Before the Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, once mutually agreed upon between the Engineer and the Contractor shall become the basis for the Contractor's Applications for Progress Payments.

4. APPLICATION FOR PROGRESS PAYMENT:

Contractor shall submit (but not more often than once a month), to the Project Manager for review an Application for Progress Payment filled out and accompanied by such supporting documentation as is required by the Contract Documents and also as the Project Manager may reasonably require. The City shall have seven (7) days to review the Application for Progress Payment either to accept or reject. If application is accepted then City shall have twenty-one (21) days from day of receipt to process payment. If application is rejected, Contractor has to resubmit a new Application for Progress Payment. Once application is resubmitted the twenty-one (21) day timeframe is reinstated. These Applications for Progress Payments shall be on the basis of estimates made by Contractor and shall be as specified in the Contract Agreement. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, satisfactory to City as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Application for Progress Payment shall include an affidavit of Contractor stating

that all previous payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Progress Payment. All Applications for Progress Payment shall be submitted on an Application and Certification for Payment form as approved by the Project Manager. Contractor shall obtain from all suppliers of services and materials a release and waiver of all liens. Such releases and waivers shall be submitted with the Contractor's Application for Progress Payment.

5. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

6. WARRANTY

Contractor shall pay City, or make at the Contractor's own expense, all repairs, replacement or payments necessitated by defects in materials or workmanship supplied under the terms of the Contract which exist within one year after the date of final acceptance of the Work or such longer period of time as may be prescribed by applicable law or regulation in a reasonable and timely manner.

The Contract shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter.

Contractor shall be fully responsible for all direct, indirect and consequential costs to the City approximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by a subcontractor or supplier. Contractor shall also hold the City harmless from liability of any kind arising from damage due to said defects.

Contractor shall make all repairs and replacements or payments promptly upon receipt of written order from the City. If Contractor fails to make the repairs, replacements or payments promptly, City may do the work and Contractor and the Contractor's Surety shall be liable for cost thereof, including but not limited to, fees and charges of engineers, architects, attorneys and other professionals.

7. PROVISIONS FOR SAFETY:

The Contractor will be required to make whatever provisions necessary, to provide for the safety and welfare of the public and City employees during construction.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction meeting shall be scheduled between the Owner and the Contractor and shall be conducted at the time and location specified in the Notice of Pre-construction Meeting which will be presented to the Contractor after execution of the construction contract. At this meeting the Engineer and Project Manager will discuss administrative matters with the Contractor and the Sub-contractors and further orient the Contractor to the requirements of the Contract Documents. The Contractor shall introduce responsible personnel (to be in attendance), present and discuss the

construction schedule, and discuss approach and construction methods to complete the work and utility coordination, as applicable.

9. CONTRACTOR PERSONNEL INFORMATION:

The Contractor will provide the following information to the Project Manager:

A. Contractor's Project Manager:_____

Phone No.:_____Cell Phone:_____

B. Contractor's Superintendent: _____

Telephone No.:_____Cell Phone No.:_____

FAX No.:_____e-mail:_____

C. Architect/Engineer:_____

Address:_____

Phone No.:_____Cell Phone:_____

FAX No.:_____e-mail:_____

D. A/E's Project Representative:_____

E. Testing Laboratory:_____

E. Emergency contact phone numbers

(1) Person/Address _____

Phone: _____Cell Phone:_____

(2) Person/Address _____

Phone: _Cell Phone:_____

(3) Person/Address _____

Phone: _Cell Phone:_____

F. List of authorized signatures for:
Certified payrolls; Payroll affidavits; Change orders; Progress payment certifications:

_____

_____

E. Project Safety Officer: _____

F. Equal Employment Opportunity Officer: _____

G. List of tentative suppliers: _____

The person listed in **"B."** will become the Contractor's Superintendent of Record. The Contractor will not be allowed more than one (1) Superintendent. The Contractor's Superintendent shall supervise the project and be available at all times that construction is in progress.

APPENDIX A
REQUIRED INSURANCE

A.1 Contractor's Required Insurance

A.1.1 General Requirements: Contractor shall not commence nor continue to perform any of the Work unless he, at his own expense, has in full force and effect all Required Insurance as set out in this Appendix A. The Contractor shall not permit any Subcontractor to perform work on the Project unless the Workers' Compensation/Employer's Liability Insurance and Liability Insurance requirements have been complied with by such Subcontractor as provided herein. The types of insurance the Contractor (and Subcontractors) shall obtain and maintain are set forth herein. All insurance policies carried by the Contractor or its Subcontractors pursuant to this Appendix A shall be **primary** and **non-contributory** as to any insurance carried by the City of Santa Fe.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through any warranty period.

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

Unless otherwise provided herein, the Contractor shall be responsible (without any reimbursement from the City) for payment of the amount of any deductible under any of the insurance policies.

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

In addition to the Certificates of Insurance, Contractor will deliver to the City Representative with the signed Contract Declaration pages for each of the insurance coverages. Certified copies of the (1) Project Specific Builder's Risk Insurance Policy; and (2) the Workers' Compensation and Employer's Liability Insurance Policies (and all endorsements pertaining to such coverages) shall be delivered to the City Representative not later than 7 days after Notice of Award of the Contract by the City (and in any event prior to the commencement of any work at the Project Site).

Due to proprietary and competitive concerns, as to the Commercial General Liability Policy (CGL); the Automobile Liability Policy (Auto); the City and Contractor have agreed to the following procedures:

(1) In the event any claim (or notice of claim) is submitted under any such policies, and the insurance carrier denies coverage, or fails to adjust and resolve such claims in a timely manner, or fails to procure and pay for the defense of such claim, or provides a defense under a reservation of right, then certified copies of the policies (and all endorsements thereto) shall promptly be provided to the City of Santa Fe.

The Liability (and Employer's Liability) insurance herein may be satisfied by excess coverage policies that comply with the Required Insurance under this Appendix A. Exhibit A is the coverage Contractor has agreed to provide to meet the Required Insurance.

If the City is damaged by Contractor's failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the City for all costs, expenses, and damages resulting therefrom. All insurance policies to be furnished by Contractor under this Agreement shall be subject to approval by the City. All insurance policies shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the City and any Additional or Named Insured from claims by third parties, including employees of the Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Contract.

A.1.2 Workers' Compensation and Employer's Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et. seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain through Final Completion of the Contract and any warranty period Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Applicable Law in the amounts required by Applicable Law or as set out herein. Such insurance shall include coverage permitted under Applicable Law for safety devices. Contractor shall also provide Employer's Liability coverage of $1,050,000 (including excess coverage) each person, such combined insurance is to cover claims for damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of the Contractor while engaged in the performance of any portion of the Work or services or labor under the Contract.

A.1.3 Liability Insurance: The Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein through Final Completion and any warranty period as will protect the Contractor and the Additional Insured from claims which may arise out of or result from Contractor's activities, operations, omissions, and actions concerning the Project, the Work, or the Contract (including activities, operations, omissions, or actions by any Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractors, or by anyone for whose acts any of them may be liable). The Contractor shall procure, pay for, and maintain, from the execution of the Contract through Final Completion (and through any warranty period), Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

$ 4,000,000 General Aggregate

$ 1,050,000 Personal Injury
$ 1,050,000 Each Occurrence

The CGL policy of Contractor shall be Abroad form@ coverage and must include liability coverage in the amount of $1,050,000 per occurrence for the following:

Bodily Injury and Property Damage;
Premises/Operations;
Independent Contractors Protective;
Contractual Liability covering the Contract;
Broad Form Property Damage including Completed Operations;
Personal Injury/Advertising Injury with Employment Exclusion deleted;
Explosion, Collapse, and Underground (XCU)

The Commercial General Liability Insurance shall include an endorsement stating that the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents are named additional insureds (Additional Insureds) under the policy. Such policy shall also contain an appropriate crossclaim provision and severability of interest provision so that appropriate claims asserted by the City against the Contractor may still be covered. The Contractor's Commercial General Liability Insurance (and Automobile Liability Insurance) shall be deemed the primary insurance coverage for all covered losses.

The Contractor shall procure and maintain, from the execution of this Agreement through Final Completion and any warranty period, Automobile Liability Insurance. The limits shall be: $1,050,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor or any of its Subcontractors in performance of the Work.

A.l.4 Builder's Risk Insurance: **BUILDER'S RISK IS NOT REQUIRED FOR BID 21/46/B** At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named Insured. The City of Santa Fe shall be named as Additional Insured under the policy. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for business interruption, equipment and machinery, delay in opening, and testing shall be included.

Contractor shall also carry equipment coverage insurance on an "all risk" basis covering equipment owned, leased, or used by Contractor.

With respect to correcting defective workmanship, the coverage shall include the cost of repairing damage caused thereby.

The Builder's Risk policy shall provide coverage for "soft costs" incurred by the City for any covered loss (up to an aggregate limit of $250,000.00).

A.l.5 Contractor's Liability Not Limited by Insurance: Nothing contained in this Appendix A is to be construed as a limitation of the liability of Contractor or Contractor's surety under the Contract.

A.1.6 All insurance policies carried by the Contractor (and its Subcontractors) shall include a waiver of subrogation in favor of the Additional Insureds under either the CGL or the Builder's Risk sections of this Appendix A.

A.1.7 Forms of Policies. The Commercial General Liability Policy shall be substantially equivalent to most current version of ISO CG 0001. The Automobile Liability Policy shall be substantially equivalent to most current ISO CA-00-01.

Exhibit A

Minimum Insurance Coverage

The Contractor shall obtain, pay for and maintain the insurance coverage listed below in connection with the Work:

	Combined Single Limit
Commercial General Liability –	
General Annual Aggregate Limit	$4,000,000
Personal Injury Limit	$1,050,000
Each Occurrence Limit	$1,050,000
Workers' Compensation	
Coverage A	Statutory limits
Employers Liability:	
Bodily Injury by accident	$1,050,000 each accident
Bodily Injury by disease	$1,050,000 each employee
Bodily Injury by disease	$1,050,000 policy limit
Automobile Liability	
Limit for Each Accident	$1,050,000
Coverage to include all owned, non-owned, and hired vehicles	
Project-Specific Builder's Risk Coverage – "All Risk"/Special Form	Amount Equal to Actual Cash Value of Project

"STANDARD SPECIFICATIONS" FOR CITY OF SANTA FE

The New Mexico State Highway Department Standard Specifications, 2000 Edition or most up to date version, shall govern construction of this project except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The New Mexico Standard Specifications for Public Works Construction and 2006 EDITION or most up to date version shall govern construction of manholes and related appurtenances, except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The most recent version of the City of Santa Fe Wastewater Division Standard Specifications shall govern construction of water utilities and related appurtenances, except where revised or amended by the General Conditions, Special Provisions, and Supplemental Technical Specifications.

If there is a conflict between Standard Specifications and the General Conditions, Special Provisions or Supplemental Technical Specifications, the stricter requirement shall govern.

SPECIAL PROVISIONS

1.01 INSPECTION, TESTING OF MATERIAL AND SUBMITTALS

A**. The contractor shall provide to the owner two (2) sets of submittal sheets for all material and products used in this project**. All Work shall be monitored by the City's Authorized Representative for compliance with all applicable specifications, codes, and standards. The Contractor shall provide access to all facilities for inspection purposes. Contractor shall notify City's Authorized Representative prior to commencing Work, should said Work be performed after normal working hours. Failure of Contractor to provide proper access of inspection of Work or to notify City of Work to be performed after normal working hours may result in said Work being unacceptable to City.

B. Observations, inspections, tests, or approval by the Owner or Owner's representative will be completed as part of verification testing for the benefit of the Owner to ensure that all work is being completed in accordance with the Contract Documents by the Contractor and shall not relieve the Contractor from Contractor's obligation to perform the work in accordance with the requirements of the Contract Documents.

C. See General Conditions and Supplemental Technical Specifications for additional requirements.

2.01 NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

A. All requirements outlined in the Federal Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), New Mexico Clean Water Act and the City of Santa Fe Storm Water Division shall be strictly adhered to during the course of constructing this project. Exposed areas of disturbance shall be kept to a minimum to perform project construction. **It is not anticipated that this project will be disturbing one (1) acre or more under each Work Order and an NPDES permit is not expected to be necessary**. **Compliance with these NPDES or the City of Santa Fe Storm Water Division requirements shall be incidental to the Work. As such, no separate payment will be made.** The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector for the City.
- Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

This work will include preparing and submitting a storm water pollution prevention plan (SWPPP) as well as the appropriate monitoring, reporting and certification of the approved SWPPP as required by the NPDES permit or The City of Santa Fe Storm Water Division.

3.01 PROTECTION OF WORK AND PROPERTY

A. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract.

B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.

C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street, vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.

D. The Contractor will take the necessary precautions to prevent damage to properties adjacent to the Work. The Work will be performed in the vicinity of many historic buildings and features. The use of non-vibratory compaction equipment is required by the City and State near these areas. Compliance with this Section is the Contractor's responsibility and is incidental to the Work as such no separate payment will be made

4.01 PROTECTION OF UTILITIES AND PROPERTY

A. Locations, elevations and dimensions of existing utilities, water line or sewer lines, manholes and associated structures are shown according to the best information available at the time of the preparation of the plans, but do not purport to be absolutely correct and are approximate. The Contractor will be responsible for verifying locations, elevations, and dimensions of all existing utilities which pertain to and affect the construction of this project. **All work associated with verifying location of existing utilities, sewer lines or manholes shall be considered incidental to the work and no additional payment will be made for these activities.**

B. During performance of the Work, Contractor shall protect all utilities and property from damage. All utilities shall be spotted prior to any excavation Work by Contractor. Contractor shall call Bluestake One-Call System @ 811 and request utilities' locations forty-eight (48) hours prior to excavation in strict accordance with Bluestake One-Call System operating procedures. The Contractor will be responsible for locating all utilities Owned by the City of Santa Fe as part of construction activities. **Compliance with this Section is the Contractor's sole responsibility and is incidental to the Work. As such, no separate payment will be made.**

5.01 INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

A. The Contractor shall be required to arrange his construction/work schedule with the intent to minimize the impact on surrounding businesses and residences and to minimize the disruption of City traffic.

B. The Contractor shall notify and obtain City's approval for any connections to existing wastewater facilities or collections system prior to the scheduling of any construction.

C. Any work by the Contractor required outside the normal working hours of 7:00 am to 5:00 pm, Monday through Sunday, to minimize disruption to the City's businesses, residents and vehicular traffic shall be considered incidental to the work and no separate payment will be made.

D. See Supplemental Technical Specifications for additional requirements regarding scheduling of work.

6.01 CONSTRUCTION WATER – NON-POTABLE

A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City's fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this Section (see 6.02).

B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).

C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.

D. Reclaimed Water Use Rate: $3.37/1,000 gallons (subject to change).

E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:

1. Construction dust control.

2. Construction compaction+-.

3. Irrigation of landscaping under "restricted access conditions" (e.g., at construction sites and roadway medians).

F. Uses Not Permitted:

1. Water used in a construction "process" (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.

2. Dust control on unpaved residential streets.

3. Street sweeping.

G. Other Provisions:

1. Signage: All haul vehicles must have the following visible on at least three sides—"Caution: Non-Potable Water, Do Not Drink"—and "Peligro: Agua Inbebestible, No Es Para Beber."

2. Water tank must have lid.

3. Vehicle must have 1 ½ cup of bleach per 1000 gallon capacity.

4. Discharge must occur under gravity flow or under low pressure to minimize misting and when public contact is not likely to occur. If misting occurs, the area must be 100 feet from areas accessible to the public.

5. Discharge area must be 300 feet from potable water supply wells.

H. Permitting:

All reclaimed water users must obtain a "Reclaimed Water Use Application and Permit" from the Wastewater Management Division, City of Santa Fe. Compliance with the terms and conditions of reclaimed water use shall be the sole responsibility of the reclaimed water user. Questions should be directed to NMED/Ground Water Quality Bureau, 827-2900.

I. For More Information, Contact: Matilda Shamy, Wastewater Management Division, 955-4651.

J. All costs associated with the use of reclaimed water shall be incidental to the work.

6.02 CONSTRUCTION WATER – POTABLE

A. THIS SECTION 6.02 DOES NOT APPLY FOR THIS BID

For the purpose of sewer line cleaning, potable water obtained from the City of Santa Fe fire hydrants may be used. The Contractor should contact Dora Marquez @ 505-955-4264 to obtain an application and to obtain current rates. A $1200.00 deposit is required that is refundable upon project close-out. The charge for the meter rental is

$195.13 per month. Water use rate is $6.06/1000 gallons (1st 112,000 gal. Sept thru April), $21.72/1000 gallons thereafter 112,000 gal. Sept thru April. $6.06/1000 gallons (1st 160,000 gal. May thru August), $21.72/1000 gallons thereafter 160,000 gal. May thru August. Conservation charge is $1.00/1000 gallons for May thru October. Compliance with the terms and conditions of the potable water use agreement shall be the sole responsibility of the potable water user.

B. **All costs associated with the use of potable water shall be incidental to the work.**

7.01 SUPERINTENDENCE BY CONTRACTOR

At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor.

8.01 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished to the City by the Contractor for all material that has specifications requirements listed in the Contract. Certificate of Compliance shall be signed and notarized by the material Manufacturer stating that the materials supplied for Work under the Contract meet all required specifications.

9.01 CORRECTION OF WORK

Should any of the materials of construction or work fail to meet the City's or City's Authorized Representative's approval they shall be forthwith reconstructed, made good, replaced, and corrected by the Contractor at his own expense.

10.01 GENERAL GUARANTEE

A. The Contractor shall remedy any defects in the work and pay for any damages within a period of one year from date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

B. Items of warranty shall include, but not limited to spalling, cracking, shrinkage, and failure due to improper compactions. Items of warranty shall also include failures or the need for additional work resulting from the Contractor’s application of sewer line replacement, repair, extension or rehabilitation technology.

11.01 PUBLIC RELATIONS

The Contractor shall cooperate with the City or City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites. **The use of door hangers (written in both English and Spanish)** and/or personal visits to each affected residence informing them of the Work at least two days prior to beginning the Work is required. The Contractor shall prepare a brief and concise Fact Sheet of the proposed street closures for submittal to the City’s Public Information Officer of the planned construction activities one week in

advance of the construction activity. The Contractor may be required to contact public/private agencies at the direction of the City's Office of Public Affairs. The Contractor shall provide the City's Authorized Representative with a copy of each Fact Sheet that is sent to the City's Office of Public Affairs. **The preparation and delivery of the door hangers, visits, and Fact Sheet will not be a separate pay item but shall be considered incidental to the work in executing the construction contract.**

12.01 TRAFFIC CONTROL

A. The Contractor shall provide traffic control including, but not limited to, changeable message sign boards (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the proposed traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required. **The Contractor shall be reimbursed for the direct rental cost of the CMSB plus ten (10) % based upon a paid invoice from the supplier or a pricing method as mutually agreed by the Contractor and City**.

F. Flagmen: The Contractor shall be responsible for providing Flagmen as required and when approved by the City. **The Contractor shall be reimbursed for the direct cost of the Flagmen plus ten (10) % based upon a paid invoice from the sub-contractor or a pricing method as mutually agreed by the Contractor and City**.

G. **All items A through F, Section 12.01 – Traffic Control, shall be considered incidental to the work for the Unit Bid Item for Traffic Control in executing the construction contract.**

13.01 PERMITS

Contractor shall obtain permits and pay for fees from the City of Santa Fe as outlined below:

A. Right-of-Way Access, Excavation and Restoration Permit

The Contractor shall complete and submit to the City a Right-of-Way Excavation and Restoration Permit. A permit along with a $200.00 fee will be required for each street cut excavated and/or traffic control plan for access to the street right of way. In addition to the Right-of-Way Excavation and Restoration Permit and fee, a New Pavement Penalty of $20.00 per square foot shall be charged for excavation where new pavement (within five years) has recently been placed by the City. This penalty is an addition to the $200.00 permit fee. Reimbursement for permit fee, including new pavement penalty, paid by the Contractor shall be from the lump sum bid allowance as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's Project Manager for the purpose of determining the number of street cuts required for determination of permit fees.

B. Permit to Construct Driveway on City Right-of-Way

Contractor shall complete and submit to the City and Application for Permit to Construct Driveway. This permit shall be for all new and reconstructed driveways. A permit along with a $200.00 fee will be required for each new or reconstructed driveway. Reimbursement for the fee paid by the Contractor shall be from the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's Project Manager for the purpose of determining the number of driveway permits required for determination of permit fees.

C. Sewer Service Permits and Inspection Fee

Contractor shall obtain, complete, and submit sewer connection permits for those sewer services that are to be reconnected. A $50 fee will be required for each reconnected service. Reimbursement for the fee paid by the Contractor shall be from

the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. No permit or fee is required for the abandonment of a sewer service.

D. Parking Meter Covers

Contractor shall coordinate with the Parking Division one week in advance for the placement of covers over any parking meters and spaces that will be affected by the work. There is no charge from the Parking Division relating to the covering of meters.

E. Agency and Permits

AGENCY	**PERMIT/LICENSE**
Construction Industries Division –State of New Mexico	Building Permit for City owned property
Federal Aviation Administration or City of Santa Fe Municipal Airport	For any construction equipment that may effect airport operation, e.g. a crane
City of Santa Fe – Land Use	Prairie Dog Clearance
City of Santa Fe – Land Use	Building Permits
City of Santa Fe – Land Use	Dust Control Permit
EPA	NPDES Permit
City of Santa Fe- Wastewater Management Division	Reclaimed Water Permit
City of Santa Fe-Water Division	Water Utility Service

All permit fees referenced in 13.01 Permits shall be reimbursed to the Contractor from the respective permit and inspection fee allowance in the bid submittal. Contractor's time required in obtaining permits is incidental to the work.

14.01 SUBMITTALS

After checking and verifying all field conditions and measurements, Contractor shall submit to the Project Manager or Engineer for review a minimum two (2) copies of all

submittals which shall have been checked by and stamped with the approval of the Contractor. The Contractor shall prepare and complete submittal in a form as approved by the City's Project Manager or Engineer and include it with each submittal. The data shown on the submittals will be complete with respect to dimensions, calculations, design criteria, materials of construction, manufacturer and the like to enable Project Manager or Engineer to review the information as required.

The Contractor shall also submit to the Project Manager or Engineer for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor; identified clearly as to material, manufacturer, and pertinent catalog numbers; and the use for which intended.

At the time of each submission, the Contractor shall in notify the Project Manager or Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Documents.

The Project Manager or Engineer will review with reasonable promptness submittals but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Project Manager or Engineer and shall return the required number of corrected copies of submittals for review. The Contractor shall direct specific attention in writing or on resubmitted submittals revisions other than the corrections called for by the Project Manager or Engineer on previous submissions. The Contractor's stamp of approval on any submittal or sample shall constitute a representation to the Owner and the Project Manager or Engineer that the Contractor has either determined and verified all quantities, calculations, dimensions, field construction criteria, materials, catalog numbers and similar data or he/she assumes full responsibility for doing so and that he/she has reviewed or coordinated each submittal or sample with the requirements of the Work and the Contract Documents.

Where a submittal is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by the Project Manager or Engineer. A copy of each reviewed submittal and each reviewed sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager or Engineer.

The Project Manager or Engineer's review of submittals or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Project Manager or Engineer's attention to such deviation at the time of submission and the Project Manager or Engineer has given written approval to the specific deviation, nor shall any review by the Project Manager or Engineer relieve the Contractor from responsibility for errors or omissions in the submittal.

15.01 PROJECT RECORDS

The Contractor shall maintain in a safe place at the project site one (1) record copy of all Specifications, Submittals, Drawings, Addenda, Modifications, TV Video Logs, and Shop Drawings which are currently annotated to show all changes made during the construction process. These documents shall be available to the Project Manager or Engineer for reference during the construction process. These documents shall be delivered in good condition to the Project Manager or Engineer upon completion of the Project. Final contract payment will not be released until these items have been received, inventoried, and reviewed for correctness and completeness by the Project Manager or Engineer. If deficiencies are found in the Project Records submitted, the Contractor will be required to correct such deficiencies and resubmit to the Project Manager or Engineer. All survey information and record information including manhole rim elevations, invert elevations, pipe diameters, and related information shall be shown by the Contractor on the as-builts and provided in electronic format when required by the Contract Documents.

16.01 SEQUENCE OF WORK

A. The sequence of work will be determined with the Contractor after the award of the contract. It is intended that the Contractor and City mutually establish a work sequence that benefits both and uses the expertise of both parties in establishing a work sequence. The Contractor is obligated to work. The City shall have the final approval of the sequence of work without any additional compensation to the Contractor

B. The Contractor shall complete all work in one work area (a work area is defined as the area referenced in an Individual Job Authorization - I.J.A.) or as Owner determines before beginning work in another work area such that the public right-of-way disruption throughout the City is minimized as much as possible. Completion of work shall include the sewer line rehabilitation or replacement, rehabilitation or replacement of manholes, reconnection of all sewer service lines, and the replacement of all curb, gutters, sidewalk, drive pads, and asphalt/concrete pavement.

C. Work on more than one work area at a time will be allowed if authorized in writing by the Owner. Any special schedule requirements for multiple “work area” work will be noted on the written authorization.

17.01 CONSTRUCTION STAGING – STORAGE AREAS

The Contractor may use, with the City’s approval, those areas of City land within the City of Santa Fe Wastewater Treatment Plant or other City properties as a staging-storage area for equipment and materials directly related to performance of this contract. The Contractor is solely responsible for all personnel, equipment and material stored within these areas.

18.01 MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed Unit Item Bid Sheet as set forth in the Bid Proposal and in accordance with the Contract Documents. All items required for this Project shall be considered incidental to the Contract and no additional payment shall be made unless unanticipated conditions are discovered. Whether conditions are unanticipated shall be in the sole discretion of the Owner, in which case a field change order incorporated into the Individual Job Authorization (I.J.A) shall be prepared for review and approval by the Owner and/or Owner's Representative prior to commencing any work. The Contractor shall not be paid for performing any work not specifically required by the Contract or written field change orders approved by the Owner and/or Owner's Representative. The cost of performing work must be agreed upon by both parties to the Contract, unless a written notice to proceed is used by the Owner prior to initiation of the construction on changed work.

A. TRAFFIC CONTROL AND BARRICADING
Measurement will be based on the percentage complete for each bid item where Traffic Control is required.

WORK DESCRIPTION WITH MEASUREMENT AND PAYMENT FOR Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement Bid 21/46/B

1. DESCRIPTION

1.1 The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to complete Work authorized under a Work Order and in accordance with the drawings, specifications, and other Contract Documents.

1.2 Work will take place on city streets and sewer easements in various locations throughout the City or within the Wastewater Facility. The above is only a general description and is not intended to describe project completely.

1.3 Work performed under this Contract shall be authorized in writing by an Individual Job Authorization (I.J.A.) signed by one of the following authorized representatives (hereafter "Authorizing Representative"): Wastewater Division Collection Manager/Supervisor,

Wastewater Division Project Engineer or Wastewater Division Director based on the bid prices submitted on the Unit Item Bid Sheets by the Contractor to the City of Santa Fe. Contractor shall not honor any I.J.A. signed by other than the City of Santa Fe's Authorizing Representative. Each I.J.A. shall set forth (a) the I.J.A. which shall define the Scope of Work to be performed, (b) the period of performance, (c) other data as necessary. Contractor shall, upon acceptance of the I.J.A., provide all supervision, labor, supplies, materials, and facilities including all vehicles and transportation, except as may be provided by the City of Santa Fe, for the performance of the Work authorized herein. Verbal authorizations may be given by the City of Santa Fe in emergency situations, but shall be confirmed in writing by the City of Santa Fe within five (5) days of the verbal authorization to Contractor.

2. EMERGENCY REPAIRS

An Authorized City Representative will notify contractor of an emergency. A City representative will brief the Contractor, at the job site or at the Wastewater Facility, prior to beginning emergency work. The Contractor shall provide supervision at the emergency location within two (2) hours after contact by the city, and labor and equipment to get underway with the work within six (6) hours of being contacted or as agreed by an Authorized City of Santa Fe representative. There is no additional compensation for emergency repairs.

3. COMPENSATION

3.1 Upon completion and acceptance of all work per Work Order the amount due to the Contractor under this Work shall be paid on a monthly basis upon the presentation of a properly executed invoice and after Contractor shall have furnished to the City of Santa Fe with a release of all claims against City of Santa Fe arising by virtue of this bid, other than claims in stated amounts as may be specifically excepted by Contractor from the operation of the release.

4. CHANGES—WORK ORDERS (WO)

4.1 The City of Santa Fe may at any time, by a written Work Order, and without notice to sureties, if any, make changes in an issued Work Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipment or packing: (iii) place of delivery; (iv) the amount of city-furnished property and (v) Work Orders not specifically covered in the Unit Bid items or a bid item that is necessary and within the scope of work for the repair, replacement, maintenance, operation or extension of the sanitary sewer treatment plant and collection system and appurtenances. If any such change requires the inclusion of a rate of any additional category of labor or unit bid item, or an increase or decrease in any hourly rate, or in the ceiling price provided for in a Work Order., whether changed or not changed by any such order, or otherwise affects any other provision of an Work Order an equitable adjustment shall be made in the (i) ceiling price, (ii) hourly rates, (iii) delivery schedule, (iv) unit bid rates (v) additional unit bid rates and (vi) in such other provisions of the Work Order as may be so affected, and the Work Order shall be modified

in writing (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if city decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a Work Order

5. MISCELLANEOUS PROVISIONS

5.1 The City will require that any sub-contractor performing work in connection with the work for which Contractor is providing, hold harmless, indemnify and defend city, and each of their directors, officers, agents and employees from any and all liability, claims, losses, damages and costs, including attorneys' fees, arising out of or alleged to arise form the sub-contractor's performance of the work described in the construction contract documents.

5.2 The City will require the sub-contractor to provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure the sub-contractor's indemnity, as above required; and such insurance shall include city, Contractor, their consultants, and each of their directors, officers, agents and employees as additional insurers.

5.3 The insurance afforded to these additional insurers shall be primary insurance. If the additional insurers have other insurance that might be applicable to any loss, the amount of the insurance provided under this article shall not be reduced or prorated by the existence of such other insurance.

5.4 The City agrees that in accordance with generally accepted construction practices, the Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the work, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours.

5.5 In the performance of its work, Contractor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Contractor' proposals, contracts or reports.

6. SPECIAL CONSTRUCTION CONDITIONS

6.1 The Contractor shall begin work within a period of ten (10) calendar days from and after the date of receiving valid Work Order from the City authorizing the Contractor to commence construction on the project and to diligently carry each and every Work Order assignment through to satisfactory completion in strict accordance with these specifications. Each Work Order shall specify a completion date as agreed upon by the Contractor and the city's authorized representative. Contractor shall submit a progress report once each calendar month on the status of all out-standing Work Order Contractor's report shall include the following items:

1. Contract Number or Name, Work Order Number and Name (if applicable)
2. Short title.

3. Date Work Order issued to Contractor.
4. Scheduled acceptance.
5. Percent (%) completed.
6. Actual acceptance date.
7. If construction exceeds time limit set or requires re-scheduling, Contractor's reasons shall be indicated.

For sewer lines greater in diameter than 10 inches, Contractor shall confirm that the pipe has been ordered within seven (7) days of the issuance of the Work Order. Construction of these lines shall start within seven (7) days of the receipt of the material or as mutually agreed by the City and Contractor.

6.2 The CIP No. 962 Project consists of the summation of all of the Work Orders issued in accordance with the project. Actual work depends on owners, City and others, for new sewer lines and for collection system and treatment plant repair, replacement, operation or extension needs. **The attached estimated quantities in the Unit Bid are not guaranteed as final, nor is the Work amount selected by the City for the purpose of determining the low bidder guaranteed as the final Contract amount.**

6.3 The attached fixed unit bid item price schedule shall apply to the work for this project CIP No. 962 as set forth in the fixed unit bid sheet, the construction drawings and the Work Orders issued. Work may be in any location or locations within or near the City of Santa Fe, dependent upon the demands placed upon the City. Work Orders shall be made up of any combination of bid items required and shall be issued at any time during the term of the project**. Contractor is advised that some bid items include City supplied material. Contractor is responsible for pick-up and delivery of City supplied material to the job site with no additional compensation.**

6.4 In the preparation and issuance of Work Orderss, any or all of the unit bid items in this project may be combined or used interchangeably with any of the other unit bid items.

7. REFERENCED CONSTRUCTION SPECIFICATIONS AND CONSTRUCTION DRAWINGS.

The following specifications and drawings shall be included as a part of reference:

7.1 American Water Works Standard Specifications (AWW Specifications) or latest published revision.

7.2 New Mexico Standard Specifications for Public Works Construction, 2006 Edition (APWA Specifications) or latest published revision.

7.3 New Mexico State Highway Department Standard Specifications (NMSHD Specifications - 2000) or latest published revision.

7.4 Current City of Santa Fe Sanitary Sewer Standard Construction Details or as modified or provided by the Wastewater Division Project Manager.

7.5 Drawings as issued with each I.J.A. as referenced in the I.J.A..

8. ACCESS TO INSPECTION

All work shall be monitored by city's authorized representative for compliance with all applicable specification, codes and standards. The Contractor shall provide access to all sewer system facilities for inspection purposes and notify city's authorized representative prior to commencing work, should said work be performed after normal working hours. Failure of Contractor to provide proper access for inspection of work or to notify City of Santa Fe work to be performed after normal working hours may result in said work being unacceptable to the city. The authorized representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and record.

9. INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

9.1 Contractor shall be required to arrange his construction schedule with the intent of maintaining continuous service to sewer users to the fullest extent possible from existing facilities. Should a conflict between the contract work and service occur, Contractor shall, as directed by the city's authorized representative, discontinue the work.

9.2 Contractor shall obtain city's approval for any sewer by-pass and connections to existing mains prior to the scheduling of any construction.

9.3 Contractor, **without additional compensation, may be required to do work outside of normal working hours,** if city's authorized representative determines it is necessary for the convenience of the general public. In the case where Contractor is required to perform any wet connections where notification of discontinued usage will be made, Contractor shall notify each household, office, or any sewer user that a discontinue usage may be made, giving full details. Also, Contractor and city's authorized representative shall determine when discontinued use will be made so that a notice, as agreed to the parties, may be place in the local newspaper. These actions shall be taken to give the sewer users ample time to arrange for a temporary supply of water.

10. CONSTRUCTION WATER

Contractor will provide water for compaction. For work done under this Contract, water for compaction will be furnished by the Contractor using effluent obtained from the Wastewater Treatment Plant. The Contractor is to provide the equipment necessary to transport the effluent from the Plant to the job site. All equipment used for transport is subject to inspection and approval by the Wastewater Management Division.

11. BARRICADES AND SIGNS

Contractor shall provide warning signs and barricades to safely mark any hazards or detours caused by the work. All such warning signs and barricades for work in, or affecting city streets, access roads, and state highways shall meet all applicable requirements as stipulated in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD) published by the U.S. Department of Transportation and as approved by the City of Santa Fe Public Works Department.

12. PROTECTION OF UTILITIES AND PROPERTY

During performance of the work, Contractor shall protect all utilities and property from damage. Contractor shall spot all utilities prior to any excavation work. Contractor shall call Blue Stake One Call System, and request utility locations as soon as possible for emergency repairs and within forty-eight (48) hours for non-emergency work prior to excavation in strict accordance with Blue Stake One Call System operation procedures.

13. TRAFFIC CONTROL

13.1 Contractor shall maintain traffic flow(s) and accessibility to private property(s) as close to normal condition as possible. Contractor shall notify residents, city and state officials, as appropriate, of any driveway or road closure.

13.2 The contractor shall abide with the New Mexico State Highway and Transportation Department's Standard Specifications for Road and Bridge Construction, 2000 Edition and as amended and shall also abide with the Manual on Uniform Traffic Control Devices, 2000 Edition Part VI and as amended. Contractor shall also provide sufficient flag persons to assist with traffic control during operation.

13.3 **Traffic control is paid on a per work zone per day basis** and typically includes all work within the street from intersection to intersection (i.e. there may be two manholes being raised on same section of street) or within the total work area or work zone. **Traffic control will only be paid for consecutive days worked unless additional days are agreed to by the City and Contractor.**

14. WORK IN STREET RIGHT-OF-WAY

14.1 All of contractor's construction work in street right-of-ways shall be done in strict accordance with the applicable controlling public agency's construction specifications, rules, and regulations.

14.2 Contractor shall coordinate with the proper public officials and receive approval from said officials prior to any street closings or detouring required due to the work to be performed.

Contractor shall protect existing vegetation from removal or damage wherever possible. Contractor shall confine construction work to specified construction limits as shown on the drawings or defined in the specifications. Should Contractor damage or remove any vegetation outside the construction limits, Contractor shall restore the affected area to its original state at no expense to the city.

15. **CLEAN -UP**

After all work under each task phase of the work is completed, the Contractor shall remove all loose debris and other materials not incorporated in the work from the site of the work. Any clean up or restoration to private property will be the responsibility of the Contractor.

16. **PUBLIC RELATIONS**

The Contractor shall cooperate with the City in maintaining a high degree of sensitivity to the needs of property and business owners along the project route. Contractor to distribute written public work notices to businesses and residences when required by the City.

17. TESTING

A testing lab shall do testing for soil compaction density requirements, proctor analysis, and any other material testing with all material testing to be certified by professional engineer registered in the State of New Mexico. Test locations and intervals shall be at the direction of the city, and shall be Contractor's responsibility to also comply with all testing necessary for all work done in public right-of-way per the controlling agency's requirements. A copy of all testing shall be mailed from the testing lab directly to city. **The direct cost of testing shall be reimbursed to the Contractor with the submittal of an approved invoice.**

18. **WORK IN SANTA FE SOUTHERN RAILWAY INC. RIGHT-OF-WAY**

18.1 Construction Work within the railroad right-of-way shall be done in strict accordance with applicable railway standards and directions.

18.2 At least a 48-hour notice to the Railway Company in advance of construction is required. The notice shall be given to the Santa Fe Southern Railway Inc. representative located at 430 W Manhattan Ave A, Santa Fe, NM 87501

18.3 An executed copy of the pipeline license agreement will be given to the contractor. Contractor shall have the license in its possession of the railroad-crossing site during any construction work within the railway right-of-way.

19. **WORK IN NEW MEXICO STATE HIGHWAY DEPARTMENT (NMSHD) RIGHT-OF-WAY**

All construction work in NMSHD right-of-way shall be done in strict accordance with applicable NMSHD requirements as specified in "Regulations, Policy, and Procedure Governing Occupancy of State Highway System Right-of-Way Public Utility Facilities. "Traffic signs, warnings, and barricades, shall be provided by Contractor and shall conform to NMSHD requirements. Work within NMSHD construction projects shall meet all applicable project specifications and requirements. Contractor shall be responsible for obtaining necessary permits for work conducted on state highways. The City in agreement with the Contractor may incur additional costs associated with construction work done on state highways resulting from street cut permits, traffic control plans, or asphalt paving requirements.

20. CERTIFICATE OF COMPLIANCE

Contractor shall furnish a Certificate of Compliance to City for all material that has specifications requirements listed in the bid. Certificate of Compliance shall be signed and notarized by the material manufacturer stating that the material supplied for Work under the Contract meets all required specifications.

21. MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed unit price for each item as set forth in the Unit Item Bid Sheet. Such payment shall be full compensation for furnishing all mobilization, labor, materials, tools, equipment, removal and disposal, permit fees, and all incidental items required to complete the work in strict accordance with the bid documents and issued I.J.As. The following defined measurements or specifications shall be used for the determination of payment to Contractor.

CONCRETE:
All concrete to be a minimum 3000 psi design mix.

POINT REPAIR -SEWER MAIN:
Point repairs are utilized to replace a section of sewer pipe, up to 10' maximum, to correct localized pipe defects or retrieve sewer maintenance equipment, etc. Payment for a sewer line point repair shall be based upon the pipe size and depth increment (0'-6' 6'-10', 10'-16') as shown in the respective bid items. Payment shall include all mobilization, labor, equipment, sewer pipe (SDR35 PVC) and materials for the excavation down to the pipe, backfill, compaction, removal and disposal of the existing pipe, removal and disposal of the existing asphalt or concrete pavement, installation of up to 10 linear feet of new pipe including any couplings or fittings and pipe bedding material (minimum of 6 inches compacted base course under pipe), and other appurtenances to make the connection, soil and asphalt density testing as required by the City,. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).**

REMOVE AND REPLACE EXISTING PIPE – OPEN TRENCH:

Open trench pipe replacement shall be utilized for pipe replacement between manholes and in lengths typically greater than 20 feet. Payment shall be made at the fixed unit price per lineal foot of pipe installed per depth increments (0'-6' 6'-10', 10'-16') at a location prescribed per Work Order. Measurement shall be along the new pipe installed from center of fitting to center of fitting. Work includes trench excavation, removal and disposal of existing sewer pipe, backfilling, compaction, pipe bedding material, placement of contractor supplied pipe (SEPARATE BID ITEM). Contractor to verify asphalt removal and replacement amounts with City authorized representative prior to starting work. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).**

SEWER SERVICE RECONNECTION AS PART OF A POINT REPAIR OR OPEN TRENCH PROJECT :

Sewer service reconnections to include removal and replacement of the existing service line, new saddle and installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line pipe replacement. The sewer service reconnection shall be an additional bid item when encountered in the work necessary for a point repair of the sewer line. **The service connection is to be done by the contractor within the excavated trench area necessary for the point repair or open trench work; as such, no additional payment for asphalt removal and replacement will be made under this bid item.** The fixed price for service connections shall include all items associated with the making of a service connection to existing or new sewer lines, including mobilization, excavation, backfill and compaction, saddles and straps, couplings and non-shear couplings and pipe. The fixed unit price shall include payment for the disposal of wastewater, location of utilities to be connected, cutting into existing lines or new lines, and any necessary removal and reinstallation of existing sewer pipe to make the service connection. The notification of customers of the interruption of services, and any other construction costs shall be included for payment in the unit bid price of a service connection. When such service connections and their excavations are made, Contractor shall provide all necessary precautions so that no damage shall be done to the sewer system, employees, or any other property or persons. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted No separate payment will be made for the proper disposing of surplus excavations or the disposing of wastewater, so that no inconvenience will be caused in the street or the adjoining properties. The cost thereof shall be included in the various fixed unit prices. Surplus excavations shall be disposed of as soon as possible in an approved place.

PIPE DISPLACEMENT (BURSTING - 6" THRU 10" PIPE DIAMETER)

Pipe bursting of existing sewer lines shall be determined per inch per pipe diameter of replacement pipe for pipe bursting services. The unit price per inch per diameter of

replacement pipe shall be valid for a 6" through 10" diameter pipe range. Pipe bursting services for pipe diameters larger than 10" will be determined and negotiated on an as needed basis. Contractor can anticipate pipe bursting lengths 200 feet or greater. Work associated with pipe bursting services shall include any other incidental items including mobilization and all materials, labor, equipment, cost of insertion, jacking or recovery pits, machine pits, by-pass pumping, testing, and incidentals required to complete the replacement process. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).** Any pipe damage incurred to existing sewer by the Contractor not associated with pipe bursting shall be replaced with new pipe at the Contractor's expense. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted.

PART 1 - GENERAL

1.01 DESCRIPTION

This section addresses the procedures to be employed for replacing the existing sewer pipes with new polyethylene pipe. In general, any appurtenant work not specifically designated herein shall conform to 2006 New Mexico Standard Specifications for Public Works Construction (APWA).

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1.02 QUALIFICATIONS

A. The Contractor/Subcontractor shall be trained by the Manufacturer of the pipe bursting equipment in the use of the pipe bursting equipment. The Contractor may be required to provide certification from the Manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor's employees trained and certified by the Manufacturer shall be allowed to operate the equipment during the project.

B. The Contractor/Subcontractor shall be trained by the Manufacturer of the polyethylene pipe butt-fusion equipment in the use of the fusion equipment. The Contractor may be required to provide certification from the Manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor's employees trained and certified by the Manufacturer shall be allowed to operate the equipment during the project.

1.03 SUBMITTALS

A. Submit Manufacturer's specific technical data with complete information on physical properties of pipe and pipe dimensions pertinent to this job. A certificate of "Compliance with Specification" shall be furnished for all materials to be supplied.

B. Complete calculations including lists of parameters, all formulas, and all other data which are necessary for the design of the new pipe and the axial resistance for the design of the manhole anchorage system including the required number of electofused restraint saddles.

C. Detail drawings and written descriptions of the entire construction procedure to install pipe, by-pass sewage flow and sewer service reconnections.

D. Certification of workers' proficiency for the pipe fusion for polyethylene pipe and pipe bursting equipment and procedures for both types of pipe.

E. SDR rating calculation for the new polyethylene pipe to be installed.
Pipe Dimension Ratios: The minimum wall thickness of the polyethylene pipe will meet the following, as based on the deepest portion of a particular pipe pull, typically between manholes:

Depth of Cover (Feet)	**Minimum SDR of Pipe**
0 - 16.0	**17**
>16.1	**TO BE DETERMINED**

1.04 LICENSE AGREEMENTS

When requested by the City, the Contractor shall submit evidence acceptable to the City, such as a certified copy of a license or agreement that it has the authority from the Patent Owner to use and/or install patented equipment and materials. The Contractor agrees to defend, indemnify, and hold harmless the City and the Project Manager or Engineer against all claims, suits, and actions brought because of any person or property arising out of patent infringement by the Contractor or the Contractor's employees, agents, suppliers, or any tier of subcontractor involved in the work.

1.05 MEASUREMENT AND PAYMENT

A. Payment for the work in this section will be based on the unit price per linear foot for each size of existing pipe burst to each new size pipe as measured for the actual footage of new pipe installed in the field. New pipe shall be measured between the centerlines of the manholes.

B. The unit price bid for replacing the sewer pipes by pipe bursting shall be full compensation for all mobilization, materials, labor, equipment, cost of insertion jacking or recovery pits, machine pits, surface restoration at the pits, by-pass pumping, testing, and incidentals required to complete the replacement process. Connection of new sewer line to existing manhole is considered incidental to the pipe bursting cost as such no separate payment will be made.

C. The cost for traffic control and reconnecting service lines shall be paid in accordance with the bid items established in the Bid Proposal. **Pre and post Video Inspection will be provided by the City of Santa Fe. Traffic control, not covered by bid items, for major street closures and detours will be negotiated**

PART 2 - MATERIALS

2.01 POLYETHYLENE PIPE (HDPE)

A. MATERIAL

1) The pipe material shall be manufactured from a high density high molecular weight polyethylene compound which conforms to ASTM F-714, and ASTM D-1248 and meets the requirements for Type III, Class C, Grade P-34, Category 5, and has a PPI rating of PE 3408. Inside color shall be white or an alternative light color suitable for illumination during television inspection. Outside color may be different provided the pipe is a homogeneous material and all colors are integral to the HDPE material (not painted or coated). Contractor shall follow the written recommendations of the pipe Manufacturer regarding installation and storage, including protecting the pipe from damage from ultra-violet light. As a minimum, pipe shall be completely covered in its stored location until ready for splicing and installation.

2) The pipe produced from this resin shall have a minimum cell classification of 345434C under ASTM D3350. The Project Manager or Engineer at no extra cost to the City may also accept a higher numbered cell classification limit that gives a desirable higher primary property, per ASTM D3350. The value for the Hydrostatic Design Basis shall not be less than 1600 psi (11.03 MPa) per ASTM D-2837.

B. DIMENSIONS

1) Dimensions and workmanship shall be in accordance with ASTM F714 and ASTM D2122

2) The minimum internal diameter of the new sewer pipe shall be as approved by the City's Project Manager. The Contractor shall submit the manufactures specifications for approval by the City's Project Manager prior to installation

3) The physical appearance of deformities such as concentrated ridges, discoloration, excessive spot roughness, pitting, varying wall thickness, etc. shall constitute sufficient basis for rejection. The pipe shall be homogeneous throughout, free from visible cracks, foreign inclusions, and any other defects. Pipe with gashes, nicks, abrasions, or any such physical damage that may have occurred during storage and/or handling, which are larger/deeper than 10% of the wall thickness shall not be used and must be removed from the construction site.

C. PIPE JOINTING

1) Sections of polyethylene pipe shall be assembled and joined on the job site above ground. Jointing shall be accomplished by the heating and butt-fusion method in strict conformance with the Manufacturer's printed instructions.

2) The butt-fusion method for pipe jointing shall be carried out in the field by operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by the pipe manufacturer. These joints shall have a smooth, uniform, double rolled-back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. All joints shall be inspected by the Project Manager or Engineer before insertion.

3) All new polyethylene pipes shall be laid along streets, not across streets, so as not to block traffic. If the pipe laid along one street would block traffic on a cross street, then Contractor shall lay the pipe around corners or provide a ramp/bridge to allow traffic to safely cross the pipe with no damage to the pipe. Private property, including landscaping, shall be protected during pipe bursting operations including the preparation and layout of the pipe.

D. MANHOLE ANCHORAGE

1) Each end of the HDPE pipe at the connection with a manhole will be anchored with an electrofusion restraint saddle. A minimum of two (2) saddles will be required on each end to prevent the movement of the HDPE pipe due to creep caused by thermal variations.

2) Electrofusion restraint saddles shall be as manufactured by Central Plastics, or approved equal.

3.03 PIPE INSTALLATION

A. If determined by the Contractor that pipe bursting is not an appropriate rehabilitation method for a specific reach of pipe due to the possibility of damage to the adjacent structures, pavement, and/or underground utilities, the Contractor shall suggest another trenchless pipe rehabilitation method and obtain approval of that method from the City.

B. The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe section into the surrounding soils as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline.

C. Equipment used to perform the work shall be located away from buildings so as not to create noise or vibration impact. Provide a silent engine compartment with the winch to reduce machine noise as required meeting local requirements.

D. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit.

E. The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service liens, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for contraction.

F. Following the relaxation period, the void between new pipe and manhole wall shall be sealed. Sealing shall be made with material approved by the City's Project Manager and/or representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.

SEWER SERVICE RECONNECTION AS PART OF A PIPE BURSTING PROJECT:

Sewer services to include removal and replacement of the existing service line, new saddle and installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line replacement. The sewer service reconnection shall be an additional bid item when encountered in the work necessary for pipe bursting of the sewer line. The fixed price for service connections shall include all items associated with the making of a service connection to new sewer lines, including mobilization, excavation, backfill and compaction, **asphalt removal and replacement with 4 (four) inches asphalt and 6 inches base course,** Geneco saddles and straps or Inserta Tee service connections as approved by the Project Manager, installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line, couplings and/or non-shear couplings. The fixed unit price shall include payment for the disposal of wastewater, location of utilities, cutting into existing lines or new lines, and any necessary removal and reinstallation of existing sewer service pipe to make the service connection. The units for measurement and payment for sewer service reconnections are for depths from 0 to 6 foot in depth,

greater than 6 foot to 10 foot in depth and greater than 10 foot in depth per each additional vertical foot. The additional vertical foot payment will be in addition to the payment for the 6 foot to 10 foot in depth bid item. The notification of customers of the interruption of services, and any other construction costs shall be included for payment in the unit bid price of a service connection. When such service connections and their excavations are made, Contractor shall provide all necessary precautions so that no damage shall be done to the sewer system, employees, or any other property or persons. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted No separate payment will be made for the proper disposing of surplus excavations or the disposing of wastewater, so that no inconvenience will be caused in the street or the adjoining properties. The cost thereof shall be included in the various fixed unit prices. Surplus excavations shall be disposed of as soon as possible in an approved place.

ROCK EXCAVATION:
Rock Excavation as defined in Section 550.021, APWA, will be measured by the cubic yard of rock in its original position within the trench width limits as specified in Section 550.05, APWA. Work shall include excavation, removal, and disposal of rock. This measurement of rock excavation shall be in addition to the measurement for trenching, back filling, and compaction. No measurement shall be made for rock excavation outside the specified trench width limits.

SELECT FILL:
Select fill shall be paid by the cubic yard delivered to site. The type of select fill material shall be approved by the City prior to delivery.

MANHOLE CLEANING: shall include primarily removal of debris and roots from the manhole interior wall and base, compliance with confined space requirements and all other incidental items including disposal.

MANHOLE SEWER SERVICE CONNECTION: Payment for new 4 inch or 6 inch sewer service connection to a manhole shall be made at the fixed unit price per each. Each new sewer service connection to the manhole shall be core drilled and sealed. The new connection shall be made at the top of or slightly below the top of the existing shelf in the manhole. The units for measurement and payment for sewer service connections to a manhole are for depths from 0 to 8 foot in depth and greater than 8 foot in depth per each additional vertical foot. The additional vertical foot payment will be in addition to the payment for the 0 to 8 foot in depth bid item.

MANHOLE(s):
Payment for new manholes/replacement manholes shall be made at the fixed unit price per each manhole, complete in place. Work shall include removing existing concrete collar and barrel sections when needed. Work shall include mobilization, setting manhole to grade, new concrete collar and base, steps and all other incidental items. **Contractor will be**

provided with City furnished concrete barrels, cones, doughnuts and manhole frames and covers. Contractor to reuse manhole barrels and frame and covers when possible. **Work does not include asphalt removal and replacement.** Asphalt removal and replacement is a separate bid item. Contractor to verify asphalt removal and replacement amounts with City authorized representative prior to starting work.

MANHOLE ADJUSTMENTS:

Payment for manhole adjustments will be made at the fixed unit price per each manhole adjusted to grade. Work shall include mobilization, all necessary excavation, backfill and compaction, removal of existing concrete collar, installation of new concrete collar, cleaning of material from inside of manhole to ensure unit is clear, and any other incidental work including removal and disposal of debris . **Work does not include asphalt removal and replacement.** Asphalt removal and replacement is a separate bid item. Separate unit bids items based upon depth are to be made on manhole adjustments requiring work on the existing frame and cover and adjustment rings involving depths from the existing finish grade/manhole rim to 24 inches deep and for adjustments involving depths from the existing finish grade/manhole rim to depths **greater than 24 inches** and involve the adjustment, removal or addition of a manhole barrel section. **The Contractor will be provided with City supplied manhole frames and covers (when required), adjustment rings, donuts and barrels. The Contractor can anticipate a minimum number of three (3) manhole adjustments per Work Order except in an emergency.** The Contractor shall coordinate final grade adjustment of manhole(s) with the City and the paving contractor prior to the Work Order final inspection. The Contractor shall complete adjustment of manhole to final grade no later than thirty (30) days after the Work Order start date. **The contractor will reuse existing manhole frames and covers where possible.** The contractor will save and transport to the Siler Yard site for use by the City any existing manhole frames and covers replaced in the field. **Bid prices will be for manholes and concrete collars installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications or as directed by the City's authorized Project Manager.**

CONCRETE COLLAR(s):

Unit bid item is for installing a concrete collar in a dirt road or cross country easement area for an existing manhole **where no concrete collar exists.** Payment for concrete collars shall be made at the fixed unit price per each collar complete in place. Work shall include removal and disposal of debris, all necessary excavation, backfill and compaction. Bid price will be for a concrete collar installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications.

MH REHABILITATION:

DESCRIPTION

This specification shall govern all work, materials, and equipment required for new manhole lining or manhole rehabilitation for the purpose of eliminating infiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity

of the manhole as a result of applying a monolithic fiber-reinforced cementitious liner to the wall and bench surfaces of brick, concrete, or any other construction material. In addition this specification will cover the construction of a new Portland cement concrete manhole floor in existing manholes without floors or floors with severe structural damage.

Procedures for MH preparation, cleaning, application and testing are described. The applicator, or approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a cementitious mix to form a monolithic liner of minimum 1/2-inch thickness using a machine specifically designed for the application. All aspects of the installation shall be in accordance with the manufacturer's recommendations and with the following specifications that include:

The elimination of active infiltration prior to making the application.
Repair and sealing of the invert and benches.

The removal of any loose and unsound material, including roots, rocks and/or debris
The spray application of a cementitious mix to form a monolithic liner.

SUBMITTALS:
The Contractor shall submit the proposed patch mix, infiltration control (if required), grouting mix and liner mix with all performance data which are to meet the requirements in Part 2 of this section.

MEASUREMENT AND PAYMENT
Measurement will be made by the *vertical foot* for each existing manhole wall rehabilitated, *each* for manhole floor built in an existing manhole, and *each* for existing floor rehabilitated. Payment for the above mentioned work will be made at the unit price as set forth in the Unit Bid Proposal. The Contractor is responsible for furnishing all traffic control, labor, materials, equipment, by-pass pumping, and incidentals necessary to rehabilitate the manhole wall, floor, or build a manhole floor.

MATERIALS
PATCHING MIX—Strong-Seal QSR or equivalent as approved by the City's Project Manger shall be used as a patching mix, shall be applied according to manufacturer's recommendations and shall have the following minimum requirements:

A.	Comprehensive Strength (ASTM C-109)	15 min. 200 psi .6 hrs. 1400 psi
B.	Shrinkage (ASTM C-596)	0% at 90% R.H.
C.	Bond (ASTM C-321)	28 days, 145 psi
D.	Cement	Calcium Aluminate
E.	Density, when applied	105 plus or minus pcf

INFILTRATION CONTROL

Strong Plug or equivalent shall be used to stop minor water infiltration and shall be applied according to manufacturer's recommendations and shall have the following minimum requirements:

A.	Compressive Strength (ASTM C-109)	400-600 psi, 1hr. 1800-2400 psi, 24 hrs.
B.	Bond (ASTM C-321)	30 psi, 1hr. 80 psi, 24hrs.

GROUTING MIX

Strong-Seal Grout or equivalent as approved by the City's Project Manger shall be used for stopping very active infiltration and filling voids according to manufacturer's recommendations. The Grout shall be volume stable, and have a minimum 28 day compressive strength of 250 psi and a 1 day strength of 50 psi.

LINER MIX

Strong-Seal MS-2 or equivalent as approved by the City's Project Manger shall be used to form the monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements at 28 days:

A.	Comprehensive Strength (ASTM C-109)	8000 psi, 28 day
B.	Tensile Strength (ASTM C-496)	800 psi, 28 day
C	Flexural Strength (ASTM C-293)	1200 psi, 28 day
D.	Shrinkage (ASTM C-596)	0% at 90% R.H.
E.	Bond (ASTM C-882 or C-952)	1500 psi

Strong-Seal MS-2C shall be used with the above mixes without prior approval or recommendations from the manufacturer.

OTHER MATERIALS

No other materials shall be used with the above mixes without prior approval or recommendations from the manufacturer and City's Project Manager.

EXECUTION

BUILD NEW MANHOLE FLOOR

On 4' diameter manholes where the existing floor is not made of concrete or has severe structural damage and requires a new concrete floor to be built, the Work will require that existing unsuitable materials be removed and disposed without excavating the exterior of the manhole. This includes any debris, roots, rubble, and saturated soils. The existing sewer lines and manhole blocks, bricks, and risers shall be supported to prevent settling or movement during the Work. Stainless steel threaded rod, approximately 6 inches long

and 3/8-inch diameter, on 12-inch centers, will be drilled and epoxy glued into the manhole wall such that when the new Portland Cement Concrete base is poured that the rod is embedded at least 3 inches into the new concrete. Portland Cement Concrete shall be 4000 psi minimum. **Alternate base designs must have prior City approval by an authorized City representative**. The new concrete floor shall be shaped with the appropriate shelves, benches, and inverts similar to a new manhole. The minimum base thickness shall be 8" not including benches or shelves and shall include rebar in the concrete base.

REHABILITATE MANHOLE FLOOR AND/OR WALL

PREPARATION--Place covers over invert to prevent extraneous material from entering the sewer lines. All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1200-psi). Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Large voids shall be filled with quick setting patching mix.

MIXING-- The material shall be mixed at such that the nozzle can spray in a continuous manner without interruption until each application is complete.

SPRAYING—Prior to spraying, the surface shall be damp without noticeable free water droplets or running water. Materials shall be applied by spraying a minimum uniform thickness to insure that all cracks, crevices, and voids are filled and a smooth surface remains after light trowel work. The trowel work shall compact the material into voids and set the bond.

The second application of material shall not begin before the first application has achieved an initial set (disappearance of surface sheen that could be 15 minutes to 1 hour depending upon ambient conditions). The minimum total finished thickness shall not be less than 1/2 inch. The second application trowel work shall be a smooth finish being careful not to over trowel and bring additional water to the surface thereby weakening it. Material shall not be applied to frozen surfaces or if freezing is expected to occur within the manhole for 24 hours after application. If ambient temperatures are in excess of 95 degrees F, precautions shall be taken to keep the mix temperature at time of application below 90 degrees F. If necessary, use ice or chilled water during mix.
Ambient manhole conditions are adequate for curing so long as the manhole is covered. It is imperative that the manhole be covered as soon as possible after the application has been completed.
The final application shall have a minimum of four (4) hours cure time before being subjected to active flow.
D. MATERIAL TESTING
At some point during the application, at least two (2) 3-inch diameter by 6-inch long cylinders shall be collected from each day's work, for compression strength testing as described in ASTM C-39.

PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT (ASPHALT)

Payment for pavement removal, disposal and replacement shall be made at the fixed unit price per square yard of pavement removed and replaced. Work consists of pavement cutting as marked in the field, removal and disposal of pavement and debris and pavement replacement with four (4) inches of type B or C asphalt and 6" of base course. Tack coat required at edge of new and existing asphalt. **Prior to the removal and/or replacement of any asphalt paving, the Contractor shall review the work with the City's Project Manager and the quantity of asphalt for removal/replacement shall be agreed prior to the start of work.**

CONCRETE CURB AND GUTTER / SIDEWALK REMOVAL AND REPLACEMENT:

Payment for removal, disposal and replacement shall be made at the fixed unit price per linear foot of concrete curb and gutter or square yard of concrete sidewalk removed and replaced with four (4) inch thick concrete sidewalk. Work consists of saw cutting along marked lines, removal and disposal of concrete, and replacement of concrete sidewalk or curb and gutter. All curb and gutter and sidewalk removal and replacement to include all incidentals necessary for installation. All concrete shall be 4000psi minimum.

EASEMENT CLEARANCE AND GRADING FOR ACCESS AND REPAIR WORK:

Payment for sewer line easement clearance and access for repairs shall be made at the fixed price per square yard of material removed, replaced and/or graded so as to facilitate repair work by the contractor and/or access for city maintenance crews.

RIPRAP & WIRE MATTRESSES / GABION BASKET NEW INSTALLATION

Payment for new riprap wire mattresses and Gabion baskets shall be made at the fixed price per cubic yard of material installed. Work shall require the contractor to provide all the labor and associated materials (e.g. rock, wire, concrete, filter fabric) to secure such structures in place.

TRAFFIC CONTROL

A. The Contractor shall provide traffic control including, but not limited to, changeable message sign boards (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the proposed traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required. **The Contractor shall be reimbursed for the direct rental cost of the CMSB plus ten (10) percent based upon a paid invoice from the supplier or a pricing method as mutually agreed by the Contractor and City**.

F. Flagmen: The Contractor shall be responsible for providing Flagmen as required and when approved by the City. **The Contractor shall be reimbursed for the direct cost plus ten (10) percent of the Flagmen based upon a paid invoice from the sub-contractor or a pricing method as mutually agreed by the Contractor and City**.

G. **All items A through F,– Traffic Control, shall be considered incidental to the work for the Unit Bid Item for Traffic Control in executing the construction contract.**

SEWER AND MANHOLE - SMOKE TESTING

PART 1 – GENERAL

1.01 Scope of Work

A. Based upon findings of the 2016 Wastewater Division Master Plan Study, the City has determined it is necessary to investigate its sewer collection system for points of infiltration during a storm event. The City has purchased a new smoker utilizing liquid smoke and wants to engage an experienced Contractor having field experience with the smoke testing process to assist the City in the performance of smoke tests. The work will

be performed by the Contractor with the City's assistance both in personnel and equipment as deemed appropriate.

B. It is the intent of this specification to provide for the smoke testing materials and procedures to be used in the investigation of the sanitary sewer collection system as required by the City of Santa Fe Wastewater Division (City). All materials and procedures shall be consistent with these specifications, current industry standards, and as approved by the City.

C. The Contractor shall minimize the physical entry of personnel into the sanitary sewer facilities. If required, manhole entry shall be in accordance with Federal, State, and local regulations for confined space entry and other regulations that may apply. The Contractor shall provide all safety equipment required for manhole entry operations, including harnesses, ventilation equipment, etc. Contractor shall provide a copy of their confined space entry program along with a current list of trained personnel. This list must be maintained and updated by the awarded contractor for the duration of the contract.

1.02 Personnel Qualifications

A. A single Crew performing the testing shall be no less than two (2) persons; One supervisor and one helper per crew. One person operates the blower and smoke device. The other inspects and documents the run for evidence of smoke. The Contractor may require additional persons to perform the test as agreed by both the Contractor and the City.

B. The Contractor's employees performing the smoke testing under the provisions of these specifications shall be properly trained and thoroughly experienced in the use of the equipment and procedures. The supervisor shall have at least one year of previous testing experience obtained in the last four years prior to the date of award unless specifically waived by the City.

C. All job supervisors will have cards with contact information for the supervisor and company to provide to residents if requested.

D. The Contractor shall take appropriate action to ensure that his employees are polite and responsive to the public in all aspects of the work and that immediate assistance is provided to property owners if needed.

PART 2 – PRODUCTS

2.01 Blowers

A. The **City** shall provide a portable HURCO Super Smoker utilizing the Super Jet Muffler system capable of 12,987 CFM @ 0.001 static pressure or approved equal.

2.02 Smoke Production

A. Smoke Fluid shall produce smoke when exposed to the heat of the exhaust system of the motor for the blower. The smoke generated shall be white to gray smoke, leaving no residue, and shall be non-toxic and non-explosive. The **City** shall provide the LiquiSmoke™ for the testing.

2.03 Other Equipment

The **Contractor** shall provide all other equipment, tools, and incidentals required to perform smoke testing as required by these specifications and as directed by the City including but not limited to sewer line stoppers, sand bags, cameras, confined space entry equipment, etc. **The City shall provide all door hangers and public information material; the Contractor shall be responsible for distribution. In addition, the City will provide maps for the field documentation. The Contractor will be responsible for documentation.**

PART 3 – EXECUTION

3.01 Work Progress – The work shall generally progress as follows:

A. The City shall select the lines to be tested and issue Work Orders for the sewer line segments to be tested.

B. The Contractor shall obtain traffic control permits for all work to be performed as required.

C. A Work Schedule shall be submitted by the Contractor for review and approval by the City. No field testing or notification may proceed until the schedule has been approved by the City. After approval of the work schedule by the City, the Contractor shall not make any revisions or modifications to it without the approval of the City.

D. Pre-notifications – With the first notification, the contractor shall notify all affected residents that smoke testing will occur no more than two weeks prior and not less than one week prior to the date of the testing. (This timeline for notification is subject to modification by the mutual agreement of the Contractor and the City). The notification will be by using a printed flyer hung on each door of affected homeowners. The flyer and/or press release notice shall include:
1. Contact numbers for the Contractor and the City, if residents want additional information. (*All persons who will be in contact with the public should be well versed in the smoke testing*
procedures, work schedule and content of all public notices).
2. Warnings to the homeowner that Individuals with respiratory, heart problems, or others who should never be exposed to smoke, should be removed from the premises prior to the tests. Others, such as house confined invalids, sleeping shift workers and locked in animals should be identified and evacuated before the test. The notice should also request

that homes with these individuals be requested to be registered as "Homes of Special Concern."

E. Regulatory Notifications – The Contractor shall notify the Local Police and Fire Departments, the City's Public Information Office and the City Manager's Office, just prior to distributing the flyers.

F. Daily Notifications – In the Area of Daily Testing, the Contractor shall notify:
1. All providers of emergency services by phone providing the area to be tested during the next day of work. Notification shall be 24 hours in advance of the testing.
2. The Contractor shall notify, by hand delivery of a notification letter, door knob hangtags or other acceptable methods to each address, all residences and businesses in the area to be tested 24 hours in advance of the testing. All notification letters or hangtags shall be bilingual in Spanish and English.
3. The day of the testing, the Contractor shall check with all homes of special concerns to be sure that all persons that may be sensitive to smoke will be out of the home prior to testing.

G. It shall be the Contractor's responsibility to keep adequate records of all notifications to emergency services and to produce them upon request by the City. Failure to comply with this requirement may be cause to suspend the Contractor's operations until compliance is achieved.

3.02 Work Schedule

A. The Contractor shall not commence testing before 8:00 a.m. and shall terminate testing no later than 5:00 p.m. each day without the prior approval of the City.

B. Work times in Commercial areas shall be scheduled prior to the opening of the majority of the businesses in that area.

C. Smoke testing shall not be performed on weekends or on holidays without the prior approval of the City.

D. Contractor shall not perform smoke testing on days that, in the opinion of the City, will hinder the results of the test. (For example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

3.03 Performing the Testing

A. Procedure

1. Safety
(a) The Contractor and his personnel shall be aware of and shall follow all Federal, State, and Local safety laws and regulations.

(b) No entry into any part of the collection system shall be permitted until the Contractor has demonstrated that on-site personnel has been trained in applicable safety procedures and has the
equipment on-site to allow those procedures to be followed.
(c) Traffic Control. The area of work shall at all times be protected by means of an adequate number of cones, barricades, flags, or whatever means is necessary to properly and safely protect
vehicular and pedestrian traffic per MUTCD standards. Further requirements for Traffic control may be imposed by the City.
(d) Any condition deemed to be an unsafe condition shall be immediately corrected by the Contractor. The failure of the City or his representatives to bring a potentially dangerous
situation to the Contractor's attention shall not relieve the Contractor from his responsibility for providing a safe work area.

2. Unless otherwise approved by the City, the sections of sewer subject to testing shall:
(a) Consist of a central manhole, where the blower will be positioned, and an upstream and downstream manhole and the sewer pipe between them. With three (3) manholes and two
pipe sections, lengths should not exceed 800 feet or as mutually agreed by the City and Contractor.
(b) Consist of sections two (2) manholes and one pipe section. This allows a run of 400 to 800 ft of pipe or as mutually agreed by the City and Contractor.

3. Flow Control - It is the intent of this specification that the smoke testing be accomplished without the need for bypass pumping. The Contractor shall provide temporary plugs, sandbags, or flow barriers as required to contain an adequate volume of smoke within the section of sewer being tested, or to limit the extent of sewer subjected to pressurized smoke. The Contractor shall monitor the resulting surcharged sewer at the manhole upstream of the section of sewer being tested, and prevent overflow conditions from occurring by removing the flow barriers. The City shall provide a standby vactor truck when the use of a vactor truck is agreed to by the Contractor and the City.
4. Prior to placing any smoke into a manhole, the Contractor shall first evacuate the system with a blower to ensure that any collection of explosive gas and any odor that may be introduced into the homes and businesses have been dispersed prior to pressurizing the sewer with smoke. Evacuation may be accomplished by removing the manhole covers of all manholes in the run, then placing a vacuum on the manhole where the blower is located, or, then blowing air into the manhole.

5. All smoke testing information shall be accurately and neatly recorded on field worksheets and on maps of suitable scale as provided by the Contractor and/or City. The final report and information may be transferred by the City to a data base together with related digital photographs taken during the project.

6. For each sewer main tested, the Contractor shall prepare a field log identifying each point of smoke exfiltration from:

(a) Roof gutters.
(b) Sewer cleanouts
(c) Leakage in house laterals.
(d) Patio or area drains.
(e) Storm drain cross connections.
(f) Any other source not stated above
(g) Indicate if roof vents showed evidence of smoke or not.

7. The points of exfiltration, as identified above, shall be referenced and dimensioned to permanent landmarks or house or lot numbers.

8. A photograph of all leaks using a digital camera or approved substitute (video camera) shall be included with the field log. All photographs shall be clearly cross-referenced to the typed and/or computer generated log indicating the location of the leak.

9. The report shall reference the alphanumeric manhole numbers shown on the project maps.

10. The Contractor shall prepare a report on a form provided by the City of the smoke testing as specified. The report shall;
(a) Clearly identifies each sewer main tested and documented smoke exfiltration.
(b) Have all field data checked for accuracy.
(c) Contain the digital data (i.e. photographs) at the end of the project.
(d) Contain copies of the materials used to make notifications and a log of the daily notifications to the emergency and safety personnel and "Homes of Special Concern."

PART 4 – PAYMENT
A. Personnel for Smoke Testing
1. Payment for Supervisor and for Helper shall be made on an hourly basis for each classification. This pay item shall be for the personnel required to perform the smoke test and shall include all mobilization costs.

B. Traffic Control for Smoke Testing
1. Traffic control will be paid on a cost plus ten (10) percent markup of the actual invoice from the subcontractor providing traffic control for the work authorized in the Work Order. This pay item shall be for traffic control required to perform a smoke test and to include the costs of changeable message sign boards (CMB) and flagmen when required and as approved by the City.

CITY STREET CUT PERMITS:
The Contractor will obtain permits for work within city rights-of-way which includes: dirt cuts; gravel road cuts; asphalt or concrete pavement cuts; concrete sidewalk or curb and gutter cuts; and excavation permits**. Street cut permits are reimbursed with the submittal of a paid invoice from the City of Santa Fe Streets Division**.

22. N/A

23. TERM AND RENEWAL CONDITIONS

The initial term of Work to be performed for this bid shall become effective from the date the contract is signed by the City and terminate on June 30, 2022. The city reserves the right to renew or extend the period of performance with the Contractor for an additional three (3) terms of twelve (12) months each by a written amendment in accordance with the terms of the initial agreement.

24. WARRANTIES

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the City accepts satisfactory delivery of equipment or work from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

25. EROSION CONTROL

The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector for the City. Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

All erosion control measures of this section shall be considered incidental to the bid items

END OF DOCUMENT FOR
BID 21/46/B
CIP 962

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021
ISSUE NO. 7g Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to $200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637) **Committee Review:** Public Works and Utilities Committee – 11/08/2021 Finance Committee – 11/29/2021 Governing Body – 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/29/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to $200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637)

Committee	**Review:**
Public Works and Utilities Committee	– 11/08/2021
Finance Committee	– 11/29/2021
Governing Body – 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico

memo

DATE: October 25, 2021

TO: Public Works / Public Utilities, Finance & Governing Body

VIA: Mary McCoy
Mary T. McCoy, Finance Director

FROM: David A. Chapman, Grant Administrator DAC

ISSUE: Request approval of a Budget Amendment Resolution (BAR) in the amount of $100,000.00 for the Kitchen Angels Project # 20-E2738.

20-E2738, $100,000.00 Appropriation Reversion Date: 30-Jun-24
Laws of 2020, Chapter 81, Section 35, Para. 394, One Hundred Thousand Dollars ($100,000.00) to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe. The City will act as fiscal agent and provide grant administrative services and oversight for this funding. The expected timeframe to complete this project is 12 months.

SUMMARY: Severance Tax Bond Agreement 20-E2738 between the State of New Mexico and the City of Santa Fe for Kitchen Angels was fully executed on September 13, 2021. This grant does not require matching funds and is funded n a reimbursement basis. The City of Santa Fe will act as the fiscal agent and city staff will administer the grant.

MUNIS CONTRACT #: 3202781 **Project String:** COM345C **ORG** 3459981 Obj 572970

ACTION: Please accept this BAR so that the appropriate Budget adjustment can be made.

Enclosures:
Procurement Checklist
Professional Service Contract (PSC)
Severance Tax Bond (STB) 20-E2738
BAR
Summary of Contracts
Business Registration and Good Standing
Certificate of Insurance

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kitchen Angels

Procurement Title: Kitchen Angels Facility Improvements

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ Severance Tax Bond

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

Department Requesting Public Works Department Staff Name David A. Chapman 660-2619

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: Severance Tax Bond #20-E2738

David A. Chapman — David A. Chapman, Grant Administrator — Sep 23, 2021
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway — Fran Dunaway, Chief Procurement Officer — Sep 28, 2021
Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / Engineering Division	9/16/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3459981	572970	COM345C	100,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept of Finance Adm	3459981	490210	COM345C	(100,000)	
				$ -	$ -

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

Re: New Mexico Legislative Severance Tax Bond Agreement Kitchen Angels 20-E2738

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

David A. Chapman
David A. Chapman (Sep 23, 2021 12:55 MDT)
Prepared By *(print name)* dac Date

Division Director Signature *(optional)* Date

Regina Wheeler
Regina Wheeler (Sep 23, 2021 12:58 MDT)
Department Director Signature raw Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Sep 24, 2021 11:[illegible] MDT)
Budget Officer ajh Date

Finance Director *(≤ $5,000)* acl Date

City Manager *(≤ $60,000)* jla Date

City of Santa Fe, New Mexico

memo

DATE: October 24, 2021

TO: Jarel LaPan Hill, City Manger

FROM: David A. Chapman, Grant Administrator

ISSUE: Request approval of a Professional Service Contract (PSC) between the City of Santa Fe and Kitchen Angels, Project # 20-E2738, in the amount of $100,000.00. This will enable the BAR to move forward to committees.

20-E2738, $100,000.00 Appropriation Reversion Date: 30-Jun-24
Laws of 2020, Chapter 81, Section 35, Para. 394, One Hundred Thousand Dollars ($100,000.00) to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe. The City will act as fiscal agent and provide grant administrative services and oversight for this funding. The expected timeframe to complete this project is 12 months.

SUMMARY: Severance Tax Bond Agreement 20-E2738 between the State of New Mexico and the City of Santa Fe for Kitchen Angels was fully executed on September 13, 2021. This grant does not require matching funds and is funded n a reimbursement basis. The City of Santa Fe will act as the fiscal agent and city staff will administer the grant.

MUNIS CONTRACT #: 3202781 **Project String:** COM345C **ORG** 3459981 **OBJ** 592970

ACTION: Please accept these PSC between the City of Santa Fe and Kitchen Angels.

Enclosures:
Procurement Checklist
Professional Service Contract (PSC)
Severance Tax Bond (STB) Agreement 20-E2738
BAR
E-mail correspondence

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 KITCHEN ANGELS, INC., a non-profit in good standing in the State of New Mexico, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

WHEREAS, the 2020 Legislature of the State of New Mexico (State) appropriated one hundred thousand dollars ($100,000.00) in state funds (the Appropriation) to plan, design, construct renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe County. The project is identified as Project No. 20-E2738 **(Exhibit A)**; and

WHEREAS, the reversion date for the appropriation is June 30, 2024; and

WHEREAS, the 2018 Legislature of the State of New Mexico (State) appropriated $218,300.00 minus two thousand one hundred eight-three dollars ($2,183.00) for Arts in Public Places in capital outlay for a net amount of $216,117.00 (the Appropriation) to plan, design, renovate, construct, improve, and equip a facility and to purchase and install information technology, including related equipment, furniture and infrastructure for a meals program serving homebound and special need individuals in Santa Fe in Santa Fe County. The project is identified as Project No. 18-C2574; and

WHEREAS, the City has determined that it is in the best interest of the welfare of the citizens of the City of Santa Fe to enter into this Agreement for the purposes of effectuating the City's role as fiscal agent for the Appropriation; and

WHEREAS, the City owns in fee simple the land and the building within which the improvements and equipment to be paid for ty the Appropriation will be located; and

WHEREAS, for the foreseeable future, City will continue to own the improvements and equipment to paid for by the Appropriation; and

WHEREAS, the Contractor shall continue to provide the City a meal program serving a low-income, homebound, chronically or terminally ill population in Santa Fe in Santa Fe County; and

WHEREAS, therefore the Appropriation, this Agreement, and the City's role as fiscal agent for the Appropriation are in compliance with Section 14, Article IX of the New Mexico Constitution (the "Anti-Donation Clause"), and

WHEREAS, as a condition precedent to this Agreement, the City must first enter into a grant agreement (Grant Agreement) with the State of New Mexico Department of Finance and Administration (DFA), to enable the City to serve as fiscal agent to the Appropriation; and

WHEREAS, any unexecuted prior draft agreements concerning the same Appropriation have no force or effect; and

WHEREAS, the Contractors has entered in to an "Initial Term" of twenty years (20) years with two (2) "optional Additional Terms of (10) years each. The Lease Agreement is effective August 1, 2016. **(Exhibit B)**; and

WHEREAS, there is a "Provision of Services to Offset Monetary Rent" in said Lease and the Contractor's in-kind valuation off-set is described in Section 2.5 of the Lease Agreement.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall serve as the project manager for the Project, and shall Coordinate all aspects of the planning, designing and construction, renovation, purchase, furnishing, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe County. The Contractor shall submit periodic project reports to the City in accordance with Article 2 of this Agreement.

B. *Performance Measures.*

1) The Contractor represents that it possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

2. **Project Reporting.**

A. Monthly Project Manager Status Reports. The Contractor shall submit Project construction status reports (Monthly Project Manager Status Reports) to the City's Public Works Director and the City's Grant Administrator by the 15th day of each month during the construction and implementation phase of the Project in order to facilitate the City's Capital Project Monitoring System (CPMS) and Grant Agreement reporting requirements. The Monthly Project Manager Status Reports shall detail for the preceding month: the Project construction work; the methods and procedures used to implement the Project; a description of any problems or delays that have occurred; and a detailed accounting of Project expenditures including, without limitation, the name of and financial obligation to sub-contractors and vendors, and the total amount of the Appropriation expended to date. Monthly Project Manager Status Reports shall be submitted to the City until such time as the full amount of the Appropriation has been expended, the Project's construction is complete, and the Project is accepted by the City.

B. Quarterly Service Value Statements. The Contractor shall submit Quarterly Service Value Statements for the duration of the Agreement. For Quarter 1 January 1 through March 31 the Quarterly Service Value Statement is due by April 30. For Quarter 2 April 1 through June 30 the Quarterly Service Value Statement is due by July 31. For Quarter 3 July 1 through September 30 the Quarterly Service Value Statement is due by October 31. For Quarter 4 October 1 through December 31 Quarterly Service Value Statement is due by January 31.

C. Final Project Manager Report. The Contractor shall submit the final report (Final Report) to the City's Public Works Director and the City's Grant Administrator within 10 days of the Project's reversion date, or within 10 days of early termination, whichever first occurs. In the Final Report, the Contractor shall certify that all Appropriation funds have been completed and funds expended in accordance with all of the requirements of this Agreement, and in compliance with all applicable state and regulatory requirements.

D. Requests for Additional Information/Project Inspection. The City may require additional information as deemed necessary and the City and the DFA and shall be permitted by the Contractor to conduct onsite inspections of the Project. The Contractor shall respond to requests for

information regarding the Project within a reasonable period of time.

3. **General Project Conditions.**

A. Compliance with Law and Procurement Code. Appropriation funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including but limited to, the City's Procurement Code (a.k.a, the City's Purchasing Manual).

B. Certification of Non-Interest. By the time the Contractor submits its first application for payment, the Contractor shall certify to the City that no member, officer, or employee of the City (or its designees or agents), no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in the Contractor or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement.

C. The Contractor shall certify that such a Certification of Non-Interest provision shall be included in all contracts and subcontracts in connection with the Project.

D. The Contractor shall at no time convert any property acquired or developed with Appropriation funds to uses other than those specified for the Project under this Agreement.

4. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed One Hundred Thousand Dollars ($100,000.00) including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $100,000.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

5. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY

THE CITY. This Agreement shall terminate on **June 30, 2024** 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.

6. **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.

7. **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.

8. **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.

9. **Assignment.**

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

10. **Subcontracting.**

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Merger.**

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

17. **Penalties for violation of law.**

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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

24. **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.

25. **New Mexico Tort Claims Act**

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

26. **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.

27. **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.

28. **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:	To Contractor:
City of Santa Fe:	Kitchen Angels
Attn: David A. Chapman	Attn: Tony L. McCarty
P.O. Box 909	1222 Siler Road
Santa Fe, NM 87504-0909	Santa Fe, NM 87507
dachapman@santafenm.gov	tmccarty@kitchenangels.org

29. 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.

30. Additional Terms

A. State Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement 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. Contractor hereby waives any rights to assert an impairment of contract claim against the City, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or early termination of this Agreement by the City or the DFA/LGD.

B. General Conditions and Restrictions.

1. The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. For every contract or project in excess of sixty thousand dollars ($60,000), the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. The Contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment commuted at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

2. The Contractor warrants that no officer or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. Contractor shall incorporate into all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

3. Contractor shall certify to the City that no funds have been paid or will be paid by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of this agency or body in connection with this Agreement, the Appropriation, of the awarding of any Third Party

Obligation. Contractor shall incorporate into all subcontracts the language set forth in this paragraph prohibiting lobbying to be included in the award documents for all sub awards including but not limited to subcontracts, loans and cooperative agreements. Contractor shall certify that such language has thus been incorporated.

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:

Jarel LaPan Hill
Jarel LaPan Hill (Oct 25, 2021 08:48 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Oct 25, 2021

CONTRACTOR:
KITCHEN ANGELS, INC.

TONY L. McCARTY, EXECUTIVE DIRECTOR

DATE: 10. 8. 2021
CRS# 02-265457-00-7
City of Santa Fe
Registration # 224267

ATTEST:

KRISTINE BUSTOS-MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

3459981.572970
Business Unit Line Item

A

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 9 day of Sep, 20 21, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Santa Fe, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 394, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2738 $100,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 394, One Hundred Thousand Dollars ($100,000.00) to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars ($100,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals One Hundred Thousand Dollars ($100,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

:C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe
Entity Name

By: Jarel LaPan Hill
(Type or Print Name)

Its: City Manager
(Type or Print Title)

Jarel LaPan Hill
Jarel LaPan Hill (Sep 3, 2021 13:11 MDT)
Signature of Official with Authority to Bind Grantee

Sep 3, 2021
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Donnie Quintana
Signature

09/09/2021
Date

CITY OF SANTA FE

Jarel LaPan Hill

Jarel LaPan Hill (Sep 13, 2021 08:27 MDT)

JAREL LAPAN HILL,
CITY MANAGER

DATE: Sep 13, 2021

ATTEST:

KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 12, 2021 09:47 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED: FOR FINANCES

Mary McCoy

MARY McCOY,
FINANCE DIRECTOR

3459981.572970

BUSINESS UNIT/LINE ITEM

S111 20-P2728 Meals Program aka Kitchen Angels dac

DAC

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,

Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

EXHIBIT
tabbies
B

ITEM # 16-0724

TRANSFER AND LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND KITCHEN ANGELS, INC.

SFC CLERK RECORDED 08/12/2016

This TRANSFER AND LEASE AGREEMENT (Agreement) is made and entered into this 29TH day of JULY, 2016 by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and KITCHEN ANGELS, INC., a New Mexico nonprofit corporation (Kitchen Angels or Lessee), collectively the "Parties".

WHEREAS, Kitchen Angels currently owns a building known as the "Coll-Green Angel Depot Building" (the Building) and site improvements (the Site Improvements) upon 2.125 acres of land owned by the City located at 1222 Siler Road in the City and County of Santa Fe, New Mexico known as "Lease Parcel A" as shown on **Exhibit A** of this Agreement (the Land); and

WHEREAS, the State of New Mexico legislature (the State) has appropriated public funds for capital improvements to the Kitchen Angels Building and may appropriate additional public funds for capital improvements to the Kitchen Angels Building in the future; and

WHEREAS, because the capital improvements to the Kitchen Angels Building will benefit a nonprofit entity, the State's appropriations were, and are, based and conditioned on commitments contained in the State-required Legislative Council Service Capital Outlay Request Forms to ensure compliance with the anti-donation clause of Article IX, §14 of the New Mexico Constitution; and

WHEREAS, the commitments contained in the Legislative Council Service Capital Outlay Request Forms were, and are, that a political subdivision of the state: (i) "*is or will be the owner of the asset and the fiscal agent for the nonprofit entity*"; (ii) "*will lease the asset to the nonprofit entity at fair market value*" and (iii) "*will ensure that the nonprofit entity maintains the asset*"; and

WHEREAS, the City is a municipal corporation that is a political subdivision of the State and has agreed to serve as the fiscal agent for Kitchen Angels for the purpose of the administration of the appropriated public funds; and

WHEREAS, the City intends to make a determination that Kitchen Angels, as intended Lessee of the Building, Site Improvements and Land (hereinafter referred to collectively as the Premises), qualifies under the procurement code as the sole source for providing Services through programs and activities upon the Premises, as described in Article II.5.A of this Agreement.

NOW THEREFORE, Kitchen Angels desires to transfer title in fee simple to the Building and Site Improvements to the City, and the City desires to lease the Premises to Kitchen Angels pursuant to this Agreement.

WITNESSETH:

In consideration of the Parties' promises herein, Kitchen Angels transfers title in fee simple to the Building and Site Improvements to the City pursuant to the transfer provisions of this Agreement and the City (Lessor) hereby gives Kitchen Angels (Lessee) a lease, revocable and terminable pursuant to the lease provisions of this Agreement, to enter on, make use of, and develop the real property of the Lessor as follows:

I. TRANSFER

1. QUITCLAIM DEED

As condition precedent to the lease provisions in this Agreement, Kitchen Angels shall transfer to City, title in fee simple to the following real property via quitclaim deed attached hereto as **Exhibit B:**

> The existing building known as the Coll-Green Angel Depot Building located at 1222 Siler Road, Santa Fe, New Mexico and all existing site improvements appurtenant thereto upon a certain parcel of land lying and being situate within a portion of Tract 2 as shown on a "Plat of Survey" for the City of Santa Fe "City Yards", prepared by Richard E. Smith, PS No. 5837 in February 1984 and having his Project No. 2411, recorded in the records of Santa Fe County, New Mexico as Document No. 553116 on October 16, 1984 in Plat Book 146, Page 007.

2. RECORDATION

Kitchen Angels shall be responsible for recording the transfer of the Building and Site Improvements to the City in the Santa Fe County Clerk's Office within one week of full execution of the quitclaim deed and shall provide a copy of such recording to the City Clerk within one week of recording.

II. LEASE

1. PRIOR AGREEMENTS

The Parties agree that this Agreement replaces in its entirety the previous Lease Agreement between City and The Food Depot and Kitchen Angels, Inc. entitled "LEASE AGREEMENT" dated February 9, 2000 (City Item #00-0039) and the amendment to the previous Lease Agreement entitled "REVISED AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE KITCHEN ANGELS AND THE FOOD DEPOT" dated October 16, 2009 (City Item #09-0991).

2. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the lease terms and conditions of this Agreement (hereinafter referred to as the Lease Agreement), the Premises as described herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

3. EFFECTIVE DATE

This Lease Agreement shall become effective August 1, 2016 (the Effective Date).

4. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of twenty years (20) years with two (2) "Optional Additional Terms" of ten (10) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Optional Additional Term. In

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the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

5. USE OF PREMISES

A. Provision of Specific Services. Lessee shall use and develop the Premises, and/or cause the Premises to be used and developed, solely for the specific purpose of delivering services related to provision of free, nutritious meals to residents of Santa Fe and other Northern New Mexico communities who are homebound, in a health crisis, lack the resources for regular meals, and who are not eligible for other local meal services, by cooking, packaging, and delivering meals to these residents, the majority of whom live below Federal Poverty Guidelines (the Services). Lessee agrees to actively use and develop the Premises, and/or cause the Premises to be actively used and developed, to deliver the above Services. The Services provided by Lessee may be modified from time to time by written agreement of the Parties to account for changes in community needs, changes in Lessee's and/or Lessee's Sublessee's capacities to provide new or different services, or other similar changes attributable to the passage of time.

B. Development of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, develop the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section II.5.A above. For the purposes of this Lease Agreement, development shall include: (i) construction of new buildings, structures or site improvements; and/or (ii) improvements or alterations to the existing Premises.

C. Ownership of Improvements. Lessor shall own any improvements that the Lessee or its Sublessee(s) place, or cause to be placed, on the Premises during the Term of this Lease Agreement, unless the Parties agree otherwise in writing. Upon termination of this Lease Agreement, title to any and all such improvements shall pass to Lessor.

D. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

E. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs and replacements that arise during the Term of this Lease Agreement.

In the event Lessee fails to maintain the Premises at a standard acceptable to the

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Lessor as determined in Lessor's sole discretion, Lessor may terminate this Agreement, in accordance with Section II.14 herein.

F. Compliance with Laws. Use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

6. SUBLEASE

A. Lessee's Right to Sublease. In furtherance of Lessee's use and development of the Premises pursuant to Section II.5 of this Agreement, with the prior written consent of the Lessor, Lessee may sublease portions of the Premises to other not-for-profit organizations, community groups, or governmental entities (each hereinafter a Sublessee) that provide Services. Lessee shall be the "Sublessor" to any Sublessee(s) of the Premises. Lessee shall include a provision in all subleases that the subtenant shall attorn to Lessor as landlord upon termination or expiration of this Agreement. Lessee shall provide copies of all Sublease agreements to Lessor upon request.

B. Existing Sublessees. With the exception of the existing Sublessees listed in this Section II.6.B, this Lease Agreement does not constitute Lessor's consent for Lessee to sublease the Premises to any existing Sublessee or tenant in occupation of any portion of the Premises as of the Effective Date of this Lease Agreement.

Notwithstanding the above paragraph, Lessor hereby consents, subject to the provisions of this Lease Agreement, to the Sublease and continued use of the Premises and provision of Services by "Feeding Santa Fe, Inc." (Feeding Santa Fe) in accordance with any existing agreements in place prior to the Effective Date of this Lease Agreement. Lessee hereby agrees that it shall become the Sublessor to Feeding Santa Fe and that Feeding Santa Fe shall become a Sublessee pursuant to the provisions of this Lease Agreement.

7. RENT

Rent shall be paid as follows:

A. Rent during Initial Term. During the Term of and in consideration of this Lease Agreement and the demise of the Premises by Lessor to Lessee, Lessee hereby agrees and covenants with Lessor to pay for said Premises the annual fair market rent (the Rent) as established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico (the 2016 Appraisal), to be provided for Lessor's approval by and at Lessee's sole expense within sixty (60) days after the Effective Date of this Lease Agreement. Rent during the Initial Term shall be subject to increases in accordance with Section II.7.C below.

The Parties agree that Lessee may use and occupy the Premises beginning on the Effective Date provided that at the time Rent is established by the approved 2016 Appraisal, the Rent will be applied retroactively to the Effective Date.

B. Rent during any Optional Additional Term(s). The Rent for any Optional Additional Term(s) of this Lease Agreement shall be established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico to be provided and paid for by Lessee for Lessor's approval at least forty-five (45) days prior to the commencement of any such Optional Additional Term(s). In no case shall the Rent for any Optional Additional Term(s) be less than the Rent during the last year of the previous term plus two and one-half percent (2.5%).

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Rent during any Optional Additional Term(s) shall be subject to increases in accordance with Section II.7.C below.

C. Increases in Rent. Rent shall be adjusted every five (5) years during the Term of this Lease Agreement, beginning on August 1, 2021. At each time of adjustment the Rent shall be increased by an amount calculated by multiplying the previous year's Rent by twelve and one-half percent (12.5%).

D. Provision of Services to Offset Monetary Rent. During the Term of and in consideration of this Lease Agreement, Lessee may offset the monetary Rent due by providing to the residents of the City and County of Santa Fe the Services described in Section II.5 of this Lease Agreement. In addition, Lessee shall permit its Sublessee(s) to provide such Services in lieu of or in addition to monetary Rent and to the extent that it does so, Lessee may apply the value of such Services to the Rent due by Lessee hereunder. The monetary value of the Services provided by Lessee during any lease year shall meet or exceed the Rent due for that lease year.

E. Annual Service Value Statement. Beginning on September 1, 2017 and on September 1 of each subsequent lease year during the Term of this Lease Agreement, Lessee shall submit to Lessor a statement (the Annual Service Value Statement) itemizing each type and corresponding monetary value of Services delivered during the prior lease year and the amount of Services that it proposes to credit toward Rent due, and containing a statement from an independent third-party auditor that the provision of Services for the prior lease year has met the requirements of this Section II.7. Lessor may adopt a required form for the Annual Service Value Statement and such adopted form may be modified from time to time by Lessor.

F. Exclusions. Lessee shall exclude from the value of any Services that it proposes to credit toward Rent the amount of any governmental subsidy and other payment for Services received by Lessee for providing such Services and the amount paid by Service recipients to receive the Services.

G. Review by Lessor. Lessor shall evaluate the Lessee's Annual Service Value Statement and provide a written acceptance or rejection of the Annual Service Value Statement to Lessee. Lessee may request that Lessor review the methodology that Lessee intends to use to prepare the Annual Service Value Statement prior to its submission to Lessor. Lessor may, in its sole discretion, request any such additional information and documentation as it deems necessary to evaluate any Annual Service Value Statement. Lessee's failure to provide such requested information within forty-five (45) days of Lessor's request is cause for Lessor's termination of this Lease Agreement. Lessor's determination regarding the monetary value of Services shall be final and binding and not subject to challenge by Lessee in any forum.

Notwithstanding anything in this Section II.7 to the contrary, Lessor's failure provide written acceptance or rejection of the Annual Service Value Statement or to request additional information and documentation from the Lessee within forty-five (45) days of Lessor's receipt of any Annual Service Value Statement shall be deemed to be acceptance of such Annual Service Value Statement by Lessor.

H. Rent Shortfalls. Should the monetary value of the Services in any year not equal or exceed the Rent due in that year (a Rent Shortfall), then Lessee shall pay to Lessor the amount of the Rent Shortfall in monetary Rent. Notwithstanding anything to the contrary in the foregoing sentence, Lessor may agree to allow Lessee to provide within a reasonable amount of time additional Services to offset any Rent Shortfall, and in such event the Parties agree to negotiate

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in good faith to determine the nature, extent, and schedule for provision of such additional Services.

I. No Compensation by Lessor. In no event shall Lessor be required at any time, including at the end of the Lease Term, to compensate Lessee in any way for any excess Services. In the event of the termination of this Lease Agreement prior to the end of the Term, for any cause, Lessee shall forfeit any excess Services not applied to Rent.

8. UTILITIES

Beginning on the Effective Date and until the termination of this Lease Agreement, the costs of any and all natural gas, electricity, telephone, cable or satellite television, internet or wireless, or security alarm services and any and all domestic or irrigation water, sanitary sewer, and solid waste collection fees shall be paid by Lessee. Lessee may assess and collect from its Sublessees portions of the above costs on a pro rata basis as Lessee deems necessary.

9. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, buildings, fixtures and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

10. ASSIGNMENT OR TRANSFER

Lessee shall not assign or otherwise transfer this Lease Agreement, without the prior written consent of the Lessor. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

11. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Certificates of Insurance. Within ten (10) days of the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days

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prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

D. Sublease Agreements. Lessee shall cause any and all Sublease agreements, or other agreements related to use, occupation, or development of the Premises, that Lessee enters into to contain language that requires the City of Santa Fe to be named as an additional insured on such policies of insurance as provided in this Section II.11.

12. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor, its agents, officers, and employees against all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, Sublessees, tenants, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

13. EASEMENTS

A. Lessor's Right to Grant Easements. Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

B. Reciprocal Easements – Lessor's Adjacent Lease Parcel. Notwithstanding Section II.13.A above, Lessor hereby acknowledges and consents to the "RECIPROCAL GRANT OF EASEMENTS" between Lessee and the lessee of Lessor's adjacent "Lease Parcel B" effective June 20, 2016 (the Reciprocal Easements Agreement) attached hereto as **Exhibit C**. The Parties agree that the Reciprocal Easements Agreement shall not be terminated or amended during the Term of this Lease Agreement without the prior written consent of Lessor.

14. TERMINATION BY LESSOR

Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

A. the breach;

B. the action required to cure the breach;

C. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

D. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

III. MISCELLANEOUS PROVISIONS

1. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such

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party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Executive Director
City of Santa Fe	Kitchen Angels, Inc.
P. O. Box 909	1222 Siler Road
Santa Fe, NM 87504-0909	Santa Fe, NM 87507

2. **NO WAIVER**

No waiver of a breach of any of the provisions contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

3. **SEVERABILITY**

In the event that one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

4. **ENTIRE AGREEMENT**

The foregoing constitutes the entire Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior Agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Agreement shall not be modified or amended except by a written document signed by the Parties hereto.

5. **BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. **LITIGATION EXPENSE**

In the event of litigation between the Parties or litigation between Lessee and its Sublessees in which Lessor is named, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's Sublessees, contractors, agents, employees or permitted assigns.

7. **RECORDING**

This Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Agreement and any other associated costs.

8. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SFC CLERK RECORDED 08/12/2016

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 29TH day of JULY, 2016.

CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK cemtg 7/27/16

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM: 21117.460150

KITCHEN ANGELS, INC.

STEPHANIE GONZALES, PRESIDENT

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29th day of July 2016, by Stephanie Gonzales, President of the Board of Directors of the Kitchen Angels, Inc., a New Mexico non-profit corporation.

Anne G. Padilla

My Commission Expires: 8-11-2019 NOTARY PUBLIC

(Seal)

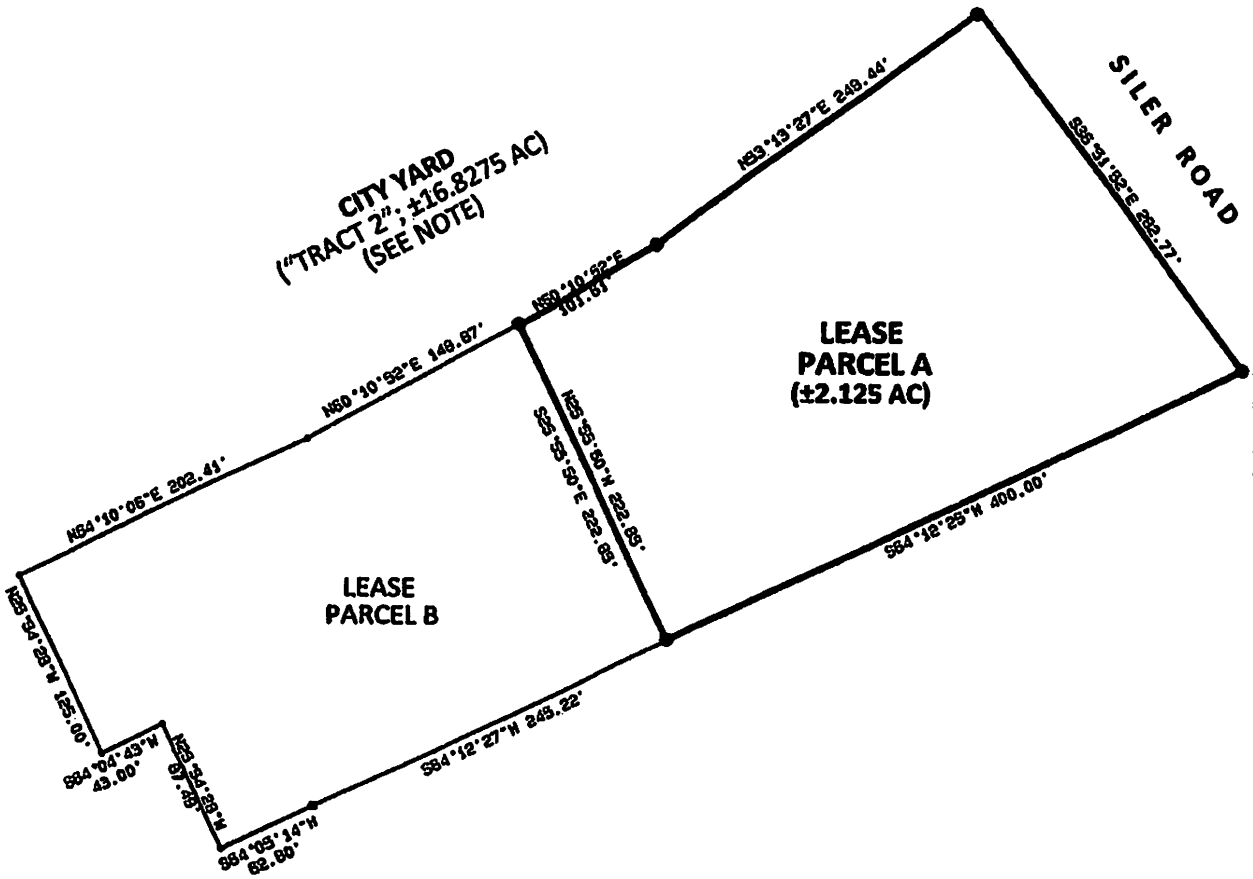
OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-11-2019

STC CLERK RECORDED 08/12/2016

OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires _____

SFC CLERK RECORDED 08/12/2016

EXHIBIT A



*NOTE: "TRACT 2" AS SHOWN ON A "PLAT OF SURVEY" FOR THE CITY OF SANTA FE "CITY YARDS", PREPARED BY RICHARD E. SMITH, PS NO. 5837 IN FEBRUARY 1984 AND HAVING HIS PROJECT NO. 2411, RECORDED IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS DOCUMENT NO. 553116 ON OCTOBER 16, 1984 IN PLAT BOOK 146, PAGE 007.

EXHIBIT B

SFC CLERK RECORDED 08/12/2016

QUITCLAIM DEED

QUITCLAIM DEED
(Building and Site Improvements Only)

Kitchen Angels, Inc., a New Mexico non-profit corporation (Grantor), whose address is 1222 Siler Road, Santa Fe, New Mexico, 87507, for good and adequate consideration quitclaims to the City of Santa Fe, a municipal corporation (Grantee), whose address is 200 Lincoln Ave., Santa Fe, New Mexico 87504, the existing Building known as the Coll-Green Angel Depot Building located at 1222 Siler Road, Santa Fe, New Mexico and all existing Site Improvements appurtenant thereto upon a certain parcel of land lying and being situate within a portion of Tract 2 as shown on a "Plat of Survey" for the City of Santa Fe "City Yards", prepared by Richard E. Smith, PS No. 5837 in February 1984 and having his Project No. 2411, recorded in the records of Santa Fe County, New Mexico as Document No. 553116 on October 16, 1984 in Plat Book 146, Page 007. Said parcel of land being more particularly described as follows:

Beginning at the northeast corner of this parcel of land (from whence a USC and GS brass cap stamped "Azimuth 1945 East Base" bears along the following courses N36°51'52"W, 325.80 feet to a point; thence N37°20'48"W, 191.06 feet to a point; thence N64°40'59"W feet distant); thence from said point of beginning S36°51'52"E, 285.00 feet to a point; thence S64°12'27"W, 400.00 feet to a point; thence N25°47'33"W, 212.13 feet to a point; thence N53°08'08"E, 351.82 feet to the point and place of beginning; containing 2.125 acres more or less.

Subject to reservations, restrictions, easements of record and for existing utilities, and taxes for the year of 2016 and thereafter.

WITNESS my hand and seal this 29TH day of JULY, 2016.

GRANTOR:
KITCHEN ANGELS, INC.

Stephanie Gonzales
STEPHANIE GONZALES, PRESIDENT

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29th day of July, 2016 by Stephanie Gonzales, President of the Board of Directors of Kitchen Angels, Inc., a New Mexico non-profit corporation.

Anne G. Padilla
Notary Public

My commission expires: 8-11-2019

OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-11-2019

SFC CLERK RECORDED 08/12/2016

My Commission Expires
NOTARY PUBLIC-STATE of New Mexico
ANNE C. PADILLA
OFFICIAL SEAL

GRANTEE:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM: 21117.460150

QUITCLAIM DEED
PAGES: 2

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 12TH Day Of August, 2016 at 11:01:20 AM And Was Duly Recorded as Instrument # 1801297 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy ____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 08/12/2016

EXHIBIT C

SFC CLERK RECORDED 08/12/2016

RECIPROCAL EASEMENTS AGREEMENT

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

TRANSFER
PAGES: 16

I Hereby Certify That This Instrument Was Filed for Record On The 12TH Day Of August, 2016 at 11:01:21 AM And Was Duly Recorded as Instrument # 1801298 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

RECIPROCAL GRANT OF EASEMENTS

THIS AGREEMENT is made effective as of June 20, 2016, between The Food Depot ("Depot") and Kitchen Angels ("Angels"), each a New Mexico nonprofit corporation. In consideration of the mutual promises set out below, Seller and Purchaser agree as follows:

1. Relations between the Parties. Depot and Angels were co-tenants of Parcel A, located at 1222 Siler Road, Santa Fe, New Mexico and shown on Exhibit A, under a Lease Agreement from the City of Santa Fe, New Mexico, Lease Agreement dated February 9, 2000, as amended. There is a building on Parcel A which is known as the Coll-Green Angel Depot. Depot has sold is interest in that building to Angels. Depot is the tenant of Parcel B as shown on Exhibit D under a Lease Agreement from the City of Santa Fe dated 1 August 2016. Parcel B is located west of Parcel A and does not have direct access to Siler Road or other public street. The parties each make use of the paved area between their buildings, as shown on Exhibit E and wish to confirm their understandings and agreements with respect to access, parking and other matters, as set out in this Agreement.

2. Angels grants to Depot an easement for ingress to and egress from Parcel B over the area on either side (north and south) of the Coll-Green Angel Depot building. Depot shall use this easement only for ingress and egress by its employees and invitees and shall not obstruct the easement area by parking or otherwise. Depot shall not use the area in front of the Coll-Green Angel Depot building, fronting on Siler Road, for parking or other purposes without the express prior consent of Angels.

3. Each party grants to the other party an easement over the vacant space between the building on Parcel A and the building on Parcel B for access to its own loading dock.

4. Neither party shall obstruct the other party's access to its own building or the parking spaces for that building.

5. The parties will share equally in the cost of snow removal from and maintenance of the areas on either side of the Coll-Green Angel Depot building and the vacant area between the buildings, based on the square footage of those areas. Maintenance includes but is not limited to resealing, painting and striping, and repaving, as and when mutually agreed, and any other improvements, such as gates and lighting, as may be mutually agreed.

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6. Each party will add the areas it is permitted to use under this Agreement to the insured premises under its commercial liability insurance policy and shall cause its insurer to name the other party as an additional insured under its policy with respect to the areas it is permitted to use under this Agreement.

7. The terms of this Agreement shall not be affected by the removal of Depot as a co-tenant of Parcel A.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kitchen Angels

6-20-16
Date

The Food Depot

6-20-16
Date

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on June 20, 2016, by Jamie Brack, the Vice President of Kitchen Angels, a New Mexico nonprofit corporation, on its behalf.

OFFICIAL SEAL
SARAH WILLIAMS TAYLOR
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-4-16

[seal]

Sarah Williams Taylor
Notary Public

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on June 20, 2016, by Sherry F. Hooper, the Exec. Director of The Food Depot, a New Mexico nonprofit corporation, on its behalf.

OFFICIAL SEAL
SARAH WILLIAMS TAYLOR
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-4-16

[seal]

Sarah Williams Taylor
Notary Public

SFC CLERK RECORDED 07/01/2016

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: KITCHEN ANGELS
DBA: KITCHEN ANGELS

Business Location: 1222 SILER RD
SANTA FE, NM 87505

CRS Number: 02-265457-00-7

Owner: MIKE TYSON

License Number: 224767

License Type: Business License - Renewable

Issued Date: January 06, 2021

Classification: Business Registration - Food Sales

Expiration Date: January 06, 2022

Fees Paid: $35.00

KITCHEN ANGELS
1222 SILER RD
SANTA FE , NM 87507

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

HOME

Search Information

Home

Entity Details

Business ID#:	**1565894**	Status:	**Active**
Entity Name:	**KITCHEN ANGELS**	Standing:	**Good Standing**
DBA Name:	**Not Applicable**		

Entity Type and State of Domicile

Entity Type:	**Domestic Nonprofit Corporation**	State of Incorporation:	**New Mexico**
Benefit Corporation:	**No**	Statute Law Code:	**53-8-1 to 53-8-99**

Formation Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Reports:

No Pending Reports.

Registered Agent:

No Records Found.

License:

No Records Found.

Contact Information

Mailing Address:	**1222 SILER ROAD, Santa Fe, NM 87507**
Principal Place of Business in New Mexico:	**1222 SILER RD, Santa Fe, NM 87507**
Secondary Principal Place of Business in New Mexico:	
Principal Office Outside of New Mexico:	**Not Applicable**
Registered Office in State of Incorporation:	

Principal Place of Business in Domestic State/ Country: **Not Applicable**

Principal Office Location in NM: **Not Applicable**

Registered Agent Information

Name: **TONY MC CARTY**

Geographical Location Address:

Physical Address: **1222 SILER RD, Santa Fe, NM 87507**

Mailing Address: **1222 SILER RD, Santa Fe, NM 87507**

Date of Appointment: **05/13/1992**

Effective Date of Resignation:

Director Information

Title	Name	Address
Director	Peter Lovato	1645 Placita de Luna, Santa Fe, NM 87506
Director	Kathye Segala	604 Av Villa Hermosa, Santa Fe, NM 87506
Director	Martha Gandert Romero	2927 Plaza Azul, Santa Fe, NM 87507
Director	Yash Morimoto	4754 Lluvia Encantada, Santa Fe, NM 87507

Officer Information

Title	Name	Address
Vice President	BENJAMIN ALAIMO-MONSON	1457 MIRACERROS LOOP, Santa Fe, NM 87505
President	LINDA DRESSMAN	3 ECCOLA LN, Santa Fe, NM 87506
Vice President	Karen Wolfe-Mattison	43 Pinon Jay Tr, Santa Fe, NM 87505
Treasurer	Darrin Abby	800 Viejo Rastro, Santa Fe, NM 87505
Secretary	Morgan Honeycutt	106 E Coronado Rd, Santa Fe, NM 87505

Organizer Information

Not Applicable

Incorporator Information

No Records to View.

Trustee Information

Not Applicable

Filing History

License History

Back | Entity Name History | Return to Search

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202781**

Contractor: **N.M. Department of Finance & Administration (DFA)**

Description: **A Professional Service Agreement Project # 20-E2738 between the City & Kitchen Angels for a meals program serving homebound & special needs people. $100,000**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **10/1/21** Term End Date: **6/30/24**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. Procurement History: **This a new procurement.**

Jon Dunaway — Sep 28, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: **NM DFA** Org / Object: **3459981.572970**

Andy Hopkins — Sep 24, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **David A. Chapman** Phone # **660-2619**

Email: **dachapman@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2021

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Marcella Nellist PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com
INSURED (505) 471-7780 Kitchen Angels, Inc. 1222 Siler Road Santa Fe NM 875074106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Cincinnati Insurance Companies — 10677 INSURER B: New Mexico Commercial Ins Co — 13673 INSURER C: Philadelphia Indemnity Insuran — 18058 INSURER D: — INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32050 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			ETD0439625	06/25/2021	06/25/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 1M/3M
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ETD0439625	06/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ none			ETD0439625	06/25/2021	06/25/2022	EACH OCCURRENCE AGGREGATE products/C-O&a-	$ 3,000,000 $ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			26556.124	06/21/2021	06/21/2022	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
A	Professional Services			ETD0439625	06/25/2021	06/25/2022	Professional Liability	$ 1,000,000
C	Accident Policy			PHPA078723	06/25/2021	06/25/2022	Medical Expense Max Benefit	$ 100,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 875040909

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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Signature: David A. Chapman
David A. Chapman (Oct 25, 2021 10:26 MDT)

Email: dachapman@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021

ISSUE NO. 7j

Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov 505-660-2619)

Committee Review:
Public Works and Utilities Committee: 11/08/21
Finance Committee: 11/29/21
Governing Body: 12/08/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/29/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov 505-660-2619)

Committee	**Review:**
Public Works and Utilities Committee:	11/08/21
Finance Committee Committee:	11/29/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Recovery Center (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to cover the cost of living in a Bridge Home.

B. This amendment extends assistance to cover all housing costs related to attaining and maintaining housing in scattered site locations in addition to the Bridge Homes.

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1A of the Agreement is hereby deleted. A new Article 1A of the Agreement is inserted to read as follows:

A. Provide 2 – 6 months of housing assistance (covering rent, utilities, deposits, and arrears) at the Bridge Homes or other residential locations for clients that have completed SFRC's residential program or who are outpatient clients and meet criteria established by the Contractor. This criteria will be provided to the City prior to funds being used at a scattered site location. If assistance is provided other than one of the Bridge Homes, the following applies:

1) Contractor has verified that client is precariously housed or at risk of experiencing homelessness.

2) Contractor follows procedures required by rapid rehousing funds

(units meet basic quality standards, written leases in the renter's first language are used, and rent reasonableness standards are followed).

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CONTRACTOR:
SANTA FE RECOVERY CENTER

By: _____
SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Oct 21, 2021 11:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

MARY MCCOY
FINANCE DIRECTOR

2400223.510500
BUSINESS UNIT/LINE ITEM

AJH
AJH

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Recovery Center (SFRC)** 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 utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide 2 months of rental assistance to cover the cost of living in a "Bridge Home" which offers a sober living environment for residents who have completed SFRC's residential treatment program but aren't ready for independent living. Bridge Homes also offer peer support, case management, a food allowance, and support for other services such as transportation, employment and positive social networks.

B. Serve 82 households, including women and their young children ages 0-3, with targeted Area Median Income (AMI) ranges as follows:

1) 57 households earning no more than 30% AMI

2) 13 households earning 30 - 50% AMI

3) 12 households earning 50 - 80% AMI

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1) Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2) Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3) Select from the NM CES prioritized list to fill openings when appropriate.

4) Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its

employees, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed sixty seven thousand dollars ($67,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($67,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this

Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Recovery Center
5312 Jaguar Drive
Santa Fe, NM87507

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

CONTRACTOR:
SANTA FE RECOVERY CENTER

Sylvia Barela
Sylvia Barela (May 7, 2021 13:06 MDT)

SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 01-778794-00-7
City of Santa Fe Business Registration
No. 149637

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 19:19 MDT)

KRISTINE BUSTOS MIHELCIC XIV
CITY CLERK

GB MTG 6/30/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2021 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 12, 2021 11:59 MDT)

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

SF Recovery 2021/2022 contract $67,000

Final Audit Report 2021-05-07

Created:	2021-05-07
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy8YTnMFPnJRxVFWL20wP4em_IA7sK91i

"SF Recovery 2021/2022 contract $67,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-07 - 6:05:09 PM GMT- IP address: 63.232.20.2

Document emailed to Sylvia Barela (sbarela@sfrecovery.org) for signature
2021-05-07 - 6:06:52 PM GMT

Email viewed by Sylvia Barela (sbarela@sfrecovery.org)
2021-05-07 - 7:05:43 PM GMT- IP address: 63.158.122.227

Document e-signed by Sylvia Barela (sbarela@sfrecovery.org)
Signature Date: 2021-05-07 - 7:06:06 PM GMT - Time Source: server- IP address: 63.158.122.227

Agreement completed.
2021-05-07 - 7:06:06 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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)
Original Contract

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 31, 2021 13:00 MDT) May 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: RFP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** _____ **Org / Object:** **2400223.510500**

Andy Hopkins Andy Hopkins (May 26, 2021 10:14 MDT) May 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYblvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:30:53 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 9:31:40 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 9:40:01 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 9:40:12 PM GMT

Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:51:34 PM GMT- IP address: 63.232.20.2

Document emailed to AGL (agladd@santafenm.gov) for signature
2021-05-12 - 9:51:55 PM GMT

Email viewed by AGL (agladd@santafenm.gov)
2021-05-12 - 9:54:51 PM GMT- IP address: 63.232.20.2

Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
08/31/2020

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507
CONTACT NAME: George Segura	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 28651 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	D & O			PHSD1482651	09/23/2019	09/23/2020	Directors and Officers Aggr	$ 2,000,000
D	EPLI			PHSD1482651	09/23/2019	09/23/2020	EPLI Per Claim Limit	$ 2,000,000
								$
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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center - Sober Living

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (May 31, 2021 13:00 MDT)	Chief Procurement Officer	May 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

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

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

CRS Number: 01-778794-00-7

Owner: SYLVIA BARELA

License Number: 149637

License Type: Business License - Renewable

Issued Date: January 05, 2021

Classification: Business Registration - Standard

Expiration Date: January 05, 2022

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

City of Santa Fe, New Mexico

memo

DATE: October 26, 2021

TO: Finance Committee – November 29, 2021
Quality of Life Committee – December 1, 2021
City Council – December 9, 2021

VIA: Richard Brown, Community Development Director Richard Brown

FROM: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (Oct 26, 2021 14:16 MDT)

RE: Approval of Amendment #1 to Santa Fe Recovery Center AHTF Contract

---

ACTION REQUESTED:

Review and approve amendment #1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes". Compensation does not change.

BACKGROUND

In February of 2020, the Santa Fe Recovery Center applied for Affordable Housing Trust Funds (AHTF) to pay rents at its designated "Bridge Homes". These are houses rented by SFRC to provide a transitional and sober living environment for clients who have completed in-patient recovery programs at the Santa Fe Recovery Center but are not quite ready to live on their own. Staying at the Bridge Homes enables residents to live rent-free while they stabilize in their recovery and also gain employment and/or financial stability

ITEM and ISSUE

Over the course of the program year, SFRC staff realized that for some clients providing tenant-based rental assistance at a non-congregate location works better than living at one of the Bridge Homes. An amendment to the current scope of work to enable the assistance to be provided at scattered site locations was requested. The City will require that the SFRC follow the guidelines of other tenant-based rental assistance programs concerning eligibility protocol, rent restrictions and housing quality standards.

Memo - SF Recovery Center amendment

Final Audit Report 2021-10-26

Created:	2021-10-26
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8lkm8xxo0YjtnRmUhVKBR9RsA4mCuAdl

"Memo - SF Recovery Center amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-10-26 - 7:58:21 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-10-26 - 7:58:53 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-10-26 - 8:01:31 PM GMT- IP address: 63.232.20.2

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-10-26 - 8:02:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-10-26 - 8:02:02 PM GMT

Memo - SFRC amendment

Final Audit Report 2021-10-26

Created:	2021-10-26
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjoy2sUcjH2x1gNILzLGACRU676MmeSSc

"Memo - SFRC amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-10-26 - 8:12:10 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-10-26 - 8:12:30 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-10-26 - 8:15:59 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-10-26 - 8:16:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-10-26 - 8:16:16 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center - AMendment**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ Approved by Council Date: 6/30/2021

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0329

Increase/(Decrease) Amount $ N/A

Extend Termination Date to: N/A

☐ Approved by Council Date:

Amendment is for:

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

Original Contract - $67,000

Amendment #1 - Amending the Scope of Work to Provide 2-6 months of housing assistance

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (Nov 1, 2021 17:49 MDT) Nov 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: ?

4. **Funding Source:** **Org / Object:** **2400223.510500**

Andy Hopkins (Nov 1, 2021 17:01 MDT) Nov 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SF Recovery Center

Procurement Title: RFP: 21/25/P

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

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

Department Requesting Office of Afford Housing Staff Name Roberta Catanach

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REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
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☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☐	Other:

Roberta Catanach	Contract Administrator	10/21/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Nov 1, 2021 17:49 MDT)	Chief Procurement Officer	Nov 1, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2021

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 Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: Michael Latting PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED (505) 471-4985 Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance — 18058 INSURER B : New Mexico Mutual Casualty Compa — 40627 INSURER C : VantaPro Specialty Insurance — 44768 INSURER D : Allied World Insurance Company — 22730 INSURER E : Atlantic Specialty Insurance C — 27154 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **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	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			5088-1224-01	08/31/2021	08/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5091-0301-01	08/31/2021	08/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5090-0334-01	08/31/2021	08/31/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			43642.117	06/07/2021	06/07/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			5088-1224-01	08/31/2021	08/31/2022	Aggregate: $3,000,000	$ 1,000,000
E	D & O			MML-20846-21	09/23/2021	09/23/2022	Directors and Officers Per Claim	$ 2,000,000

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

...

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe NM 87502

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 COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
10/06/2021

PRODUCER	INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

CONTACT NAME:	PHONE (A/C, No, Ext):	PHONE (A/C, No, Ext):
Michael Latting	(505) 982-4302	(505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	EPLI			MML-20846-21	09/23/2021	09/23/2022	EPLI Per Claim Limit $ 2,000,000
							$
							$
							$
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Certificate Coverages Overflow (11/2010)

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
10/06/2021

CERTIFICATE HOLDER:	INSURED:
City of Santa Fe PO Box 909 Santa Fe NM 87502	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

DESCRIPTION OF OPERATIONS CONTINUED:

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies but only under the circumstances stated in the policies. ...

Rally for Recovery to be held on 9/25/2021 on the City of Santa Fe's Midtown Campus

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for approval of Amendment # 1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes." Compensation does not change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Southwest Ambulance Sales

Procurement Title: Ambulance vehicle purchase

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 Fire Staff Name Sten Johnson

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:

Sten Johnson — Health and Safety Officer — 10/25/2021

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

Fran Dunaway (Nov 3, 2021 11:50 MDT) — Chief Procurement Officer — Nov 3, 2021

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

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: November 2, 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
Andy Hopkins, Budget Officer
Kyra Ochoa, Acting Community Health and Safety Director KO
Paul Babcock, Fire Chief PB

FROM: Brian Moya Assistant Chief, Sten Johnson Health and Safety Officer

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ITEM AND ISSUE:

Request for Approval of Procurement for one ambulance using Houston-Galveston Area Council (HGAC) cooperative agreement in the total amount of $153,555.00 for the Fire Department: Southwest Ambulance Sales. Brian Moya, bjmoya@santafenm.gov, (505)955-3111. Sten Johnson, sajohnson@santafenm.gov, (505)467-9799

BACKGROUND AND SUMMARY:

For reasons of keeping our ambulance fleet in safe and good working order we request to make this purchase to be utilized as a replacement for an aging ambulance.
The City of Santa Fe Fire Department has been approved by the Now Mexico Public Regulations Commission, State Fire Marshal Division to purchase a new Ambulance vehicle in the amount of $153,555.00. This will be funded through state impact fees, Fire Fund. No City General Fund money will be used for this purchase.

PROCUREMENT METHOD:

The procurement method is the HGAC contract # AM10-20.

CONTRACT NUMBER:

The FY21 Munis contract number is 3203023.

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 200
Munis Org Name/Number: Fire Support Services / 2210181
Munis Object Name/Number: Vehicles <1.5/570950 AJH

ACTION REQUESTED:

Fire Department respectfully requests your review and approval.

Michelle Lujan Grisham
Governor

Bianca Ortiz Wertheim
Cabinet Secretary

P.O. Box 2711
Santa Fe, NM
87502

Kelly Hamilton
Deputy Cabinet Secretary

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044

DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

September 28, 2021

Sten A. Johnson
Santa Fe Fire Department
P.O. Box 909
Santa Fe, NM 87504

Mr. Johnson,

The specifications you submitted on September 16, 2021 for the purchase of a new Ambulance at a cost of approximately $153,555.00 have been reviewed and are approved. The Santa Fe Fire Department is authorized to use fire protection fund monies for the purchase of this apparatus. Please be advised that the apparatus **SHALL** comply with **NFPA 1917 Standard for Automotive Ambulances 2019 edition.**
"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Ambulance. The Santa Fe Fire Department is currently an ISO rating of 2 with a minimum yearly Fire Protection Fund Allocation of $722,554.00.

If there are any changes in the specifications, or waivers presented at any time during the process, this office must approve the changes. If prior approval and authorization is not obtained from this office, the expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 to finance the Rescue Pumper. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions, please do not hesitate to contact me at 505-467-9425.

Sincerely,

Derrick Rodriguez
Captain
Fire Service Support Bureau
New Mexico State Fire Marshal's Division

Cc Randy Varela – Deputy State Fire Marshal
file

MEDIX SPECIALTY VEHICLES, INC

Unit #: TBD

DEALER:	**SOUTHWEST AMBULANCE SALES**
CUSTOMER:	**City of Santa Fe Fire Department**
Street or P.O. Box	**200 Lincoln**
City, State, Zip	**Santa Fe, NM 87501**
Customer Contact:	**Sten Johnson**
Sales Associate:	**Bobby Davis**
VIN#:	***To be assigned by MEDIX***

Chassis Model Yr		**2022**
MEDIX Model		**Metro Express 150 Type III**
CHASSIS		**Ford E-350 XL Cutaway, 7.3 L V-8 Gas, 138" WB, 11,500 GVWR**
BODY		**153"L x 94" W x 72" Interior Headroom**
QTY	STD/OPT	Description
1	16-3000-FG	**Chassis & Conversion**
	01-	1
1	STD	Cabinets: Laminated Wood- (Specify Color)
		Color: **GRAY**
1	STD	Upholstery: (Specify Color)
		Color: **Gunmetal** Brand: **EVS**
1	STD	Flooring: Altro Zodiak - Comet
	02-	Body & Chassis
1	STD	All Exterior compartments coated with a light gray rubberized urethan material.
	Note Weld Shop	**See Front Wall print for additional turn light locations.** **NOTE: Opticom will be installed below front 7x3 leds, DO NOT cut out for 7x3!!**
	NOTE Weld Shop	**DELETE STANDARD STATIC VENT OVER THE CURBSIDE ENTRY DOOR TO ALLOW FOR GLOVE BOXES - DO NOT CUT HOLE**
1	STD	Walk-Thru w/Sliding Door. Slides behind driver's seat
1	STD	Fender Flares: Black Rubber
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models
		Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5 **in stair chair area**; (; (1) in Compt #6.
1	**99-0835**	**Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS compartment #3 left hand wall to light area below shelf**
1	**200015-F**	**Air Horns: Buell dual horns through front bumper, momentary switch PN:MX09102 on front console, "Standard" compressor, tank, fittings. Make sure to order (1) 10" and (1) 12" airhorn.** **Specify Location** **Compressor:** **NOTE: Type III Ford E Series Only**
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/rubber socket/nylon ball hold-open.

1	STD	Compartment #2 SS Center: Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open **(DELETE STANDARD Seat Belt Strap)**
1	200280	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment** **Specify Location: Compt. #2**
1	200080	**Compartment #3: On 153 Body, 3/4 Height, SS Rear, with NO Inside/Outside Access, No shelf**
1	200280	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment** **Specify Location: Compt. #3 added shelf to be adjustable from Floor to Ceiling.**
2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	**STD Modified**	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door **w/rubber socket/nylon ball hold-open, DELETE STANDARD gas strut hold-open DUE TO ALS DESIGN AND TO MATCH LAST TRUCK.** Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.
1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	STD	Compartment #6 CS Rear: Smooth Aluminum, Vertical backboard storage w/2 belts. Door w/ **NYLON STRAP** hold-open.
1	200100-153	**Compartment #7: Aft of curbside wheel well on 153 body, IATS. Smooth aluminum body w/rubberized urethane coating, open storage, single door w/rubber socket/nylon ball hold-open (DELETE the gas strut hold-open to match last truck) (1) LED light in ceiling.**
1	200200A	**Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system (Does not include additional lock switches inside module)**
1	99-0678E	**Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille bracket: Ford 33-102402)** **LOCATION: Driver's side front grille**
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	Rear Bumper: ADP corner pods w/ rubber Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	Mirrors, OEM: (1) each cab door, (1) on interior windshield
1	**STD**	**Stainless steel wheel covers w/valve extenders**
4	STD	Stone Guards, lower body corners, ADP
1	STD	Rub Rails, C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	Running Boards, formed ADP with front splash guards
1	STD	Cast aluminum fuel fill bezel

1	STD	**Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.**
1	STD	**Insulation: Spray in place foam, FR 2-Part Spray Foam, CP-1000 Kit 200, applied to curbside entry step well and both rear wheel wells**
1	STD	Undercoating: Per QVM Guidelines
	03-	Brake, Turn & Back-Up Lights
1	300010	**Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 700 Series Super LED. (Package PNs: 70BTTC, 70A00TAR, 70C00VCR) ILOS**
1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	300050	**Lights: Turn Arrows, (2) Whelen 700 Series Amber LED with chrome flange on front wall below outboard emergency flasher. PN: 70A00TAR) IATS**
	04-	Electrical, Power Distribution, Control Center & Interior Lighting
1	STD	Battery Switch, Automatic: TST CDR-357. Located in Electrical Cabinet.
2	STD Modified	Antenna, Radio Coax Cable terminated at **front console** w/Power & Ground for each in std. location behind driver's seat- **all ends to have 3-ft tails: (1) Constant Hot & (1) Battery switch Hot (coaxs will run to std. dome #1 and #2 locations)**
8	STD	**Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions.**
1	STD	Action Area Light: Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	99-0617	**Shoreline: 125 VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired w/hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 w/indicator light for ease of access. Mating Connector to be shipped loose. ILOS**
1	99-0770	**Inverter: Vanner BRAVO - BRC12-1800SH 1800watt w/battery charger and built in GFI. Remote controlled w/switch in rear panel. ILOS (NOTE: this option does include the Vanner optional remote panel and deletes the GFI in the A/A wall.)** **Location: On ceiling and back wall of Compartment #2, right hand side of compartment - See Photo of last unit 16-3202 / 17-AH3224**
1	400150	**Battery Charger: DELETE STANDARD (when adding Inverter with integral charger)**
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights

1	99-0994	**Timer: Intermatic FD30MHW 30 minute spring wound rotary style timer w/"HOLD" feature.** **Location: On CS wall by entry door.**
2	**STD Modified**	12 VDC Outlets: **Delete (1) in Action Area, Move to lower RH corner of Cabinet "A" (for customer to plug in their IV Warmer),** (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
1	400020	**12 VDC Receptacle: Cigar style, IATS** **Specify Location(s): Upper RH corner of Compartment #2 on back wall, below the inverter. This 12v outlet will be in a surface mount style box and will be mounted horizontally to the right of the 125v. Outlet. - To be Constant Hot.**
2	STD	125 VAC Outlets, Duplex: (1) in Action Area, (1) in ALS Cabinet-**the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
2	400100	**125 VAC: Duplex Outlet, IATS** **Specify Location(s): (1) Curbside Wall at foot of Squad bench; (1) located in compartment #2 on back wall below inverter, in a surface mount style box and will be mounted horizontally to the left of the 12v. Outlet.**
1	STD	Breaker Box: 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.
1	STD	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	Front Console: CNC cut, formed, welded and powder coated aluminum attached to floor. PNs: 44-A1-1907 / 44-A1-2339 Switch and siren panels removable for ease of access.
1	99-1356	**Front Switch Panel: To have SWAS Logo - PN MX01565 for Front Switch Panel; Type I and III Units only.**
1	STD	Electrical Cabinet: Located over walk-thru w/latching, recessed, vented door
1	99-1558	**Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300**
	05-	Warning Lights & Siren
1	STD	**Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY.** **NOTE: Does not include LED Scene or Load Lights on 166 Model Only. RP-90ES/MR and 153 Load LED Load Lights STD.**
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.

	MODIFIED	**Front of Body: Add (8) Whelen 700 Series Super-LEDs- Specify pattern by LED Color (6) Red and (2) White: R/R/W/R/R/W/R/R. Outer (2) RED lights and the (2) WHITE lights flash on K-Spec flasher. Inner (4) RED flash independently on Light Bar switch on front console.** **Note: See option below for additional 700 series white led.**
1	99-1380	**Lights: Warning, (1) Whelen 700 Series White Super LED 70C02FCR, IATS** **Must specify location: ON FRONT WALL -SEE PATTERN ABOVE**
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 600 Series Amber Super-LED in the center position over the rear doors.
	STD Modified	**Brake, Turn & Back-Up Lights: Whelen 700 Series LEDs**
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders
2	STD	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar
1	500210	**Lights: Warning, (2) Whelen 700 Series Red Super LED 70R02FCR w/ clear lens and chrome bezel 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.**
4	STD	**Lights: Scene, Whelen 900 Series Halogen with flange included - (2) Each Side of Module**
2	STD	**Lights, Load: Whelen 600 Series LED 6SC0ENZR, (2) on rear**
1	99-0106 Modified	**Scene Lights: Front AND Rear side scene lights ON in Reverse; requires additional relay**
1	99-0706	**Lights: Warning, GTT 794H LED Opticom Emitter (Supplier P/N: 151-794H) (NO on/off switch in front console). WIRE TO ON IN PRIMARY. Must be wired to de-activate when the vehicle is in park/neutral.** **Location: Front of Body centered below the (8) 7x3 LEDs**
1	STD	Flasher- For Warning Light System, Vanner 9860GCPE
2	STD	Siren Speakers: Dual 100-watt drivers mounted through front bumper
1	STD	Siren- Whelen 295 SLSA1, 200 Watt
1	99-0354-FE	**Siren: Whelen Low Frequency "Howler" w/HWLRB4 bracket for Ford E-Series**
1	99-1920	**Light, Scene/Load: (2) Whelen PSL1P Single Panel, low profile swivel mount SlimLine Series LED flood lights with separate switch labeled "Front Flood" MX09212.** **Location: FRONT GRILLE AREA, MOUNTED TO TOP OF FRONT BUMPER, ANGLED A LITTLE OUTBOARD IF POSSIBLE.**
	06-	Oxygen, Vacuum & Miscellaneous Items

3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench **(O2 outlet will be installed on CURBSIDE wall this time.**
1	**STD Modified**	Suction Aspirator System: **DELETE STANDARD Rico disposable container w/gauge and quick-connect**; GAST vacuum pump mounted **on ceiling of Compartment #2, to the left of the inverter.**
1	**99-0639**	**Suction System: SSCOR wall mount aspirator system with gauge/regulator, SS cannister holder. ILOS DO NOT INSTALL CANISTER & BRACKET - SHIP LOOSE** **Locate: Gauge & Vac outlet on Action Wall panel below the switch panel- ILOS-to make room for the lifepak monitor on the far left hand side of action area countertop**
1	STD	Oxygen Cylinder Retention: For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	O2 Regulator, Amvex, 50psi, pre-set
1	**600070**	**Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel**
	07-	**AC/Heat**
1	STD	HVAC System: High capacity Free Blow combination Heat-AC system and thermostat control in Action Area. HVAC unit is mounted in bulkhead at top of ALS
1	**STD**	**Thermostat: Digital, A.C.C. PN-27058742A digital thermostat installed on A/A wall ILOS**
	08-	**Cabinets, Hardware & Miscellaneous Items**
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-
1	**STD**	**Full Wall of Cabinets**
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.
1	**STD Modified**	Action Area and Switch Panel: Laminated, sealed countertop and vertical panel with Suction system **collection canister TO BE SHIPPED LOOSE**, Vacuum gauge, (2) Oxygen outlets, **(1) Bypass**, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.
	NOTE-special CNC	**Move all components on the Action Area panel as far forward (to the right) as possible. Customer requires space for LifePak 12 in left hand area vacated by Suction System. See Print E, photo of previous unit 17-AH3224**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below rear of main action area countertop. PN: 33-10-2292 - 15" x 28" x .25" aluminum plate** **NOTE: Start plate at left end/wall of countertop**
2	STD	Bulkhead Wall Cabinets: Electrical Cabinet above walk-thru w/hinged, latching, vented door.

2	STD Modified	Bulkhead Cabinets: Upper cabinet- general storage w/hinged, latching door; Lower cabinet- general storage w/hinged, latching, vented door and location for inverter and LOCATE vacuum pump on ceiling of Compartment #2 ILOS
1	99-0184	ALS Cabinet: Stair chair storage with access thru exterior compartment door. ALL OPEN. Fixed divider 10" from bulkhead wall for Stair Chair storage; cut divider 7" back from exterior door opening; (3) adjustable wood, half-shelves on patient compartment side of divider, shelves to have chamfered ends on door side and HD edge trim- See Print and photos of previous unit 17-AH3224. Requires deleting of the gas-strut hold-open and using the ball socket hold-open on the exterior door.
1	800080	Cargo Net: Quick-release mounted top to bottom in ALS cabinet w/ (3) open shelves
1	99-0214	A-Bar: WITH Sharps/Waste Holders, 15" Wide; .250" Mounting plate. Requires squad bench assembly print different than standard. NOTE: 153 Models Only
1	99-2151	Drug Box: Locking cabinet over FOOT of Squad Bench. Wood door will be hinged on the left side and will have a locking ROUND, SouthCo latch and lanyard hold-open.- See Print. Reference unit 17-AH3224. NOTE: INSTALL CURBSIDE PAD AT CEILING BEFORE MOUNTING THIS CABINET. CABINET NEEDS SPACED OUT FROM WALL LIKE PREVIOUS TRUCK.
1	OPT	Head Pad, 1" Thickness Locate: Vertical face of head pad over Curbside Entry Door SAME AS UNIT 17-AH3224, ILOS pad
1	STD Modified	**Squad Bench:** (Box out around compartment #7 inside squad bench)
	1	Full length hinged lid w/TriMark latch for access to interior storage
	2	Shortened length upholstered seat cushion DELETED Sharps/Waste Area; formed upholstered back rest cushions and head pad for each seated position. FULL LENGTH CUSHION
	3	(2) EVS V-4 Belted seating positions w/progressive foam back and head pads and (3) short bottom straps for 2nd Patient restraint
	4	Stainless steel trim on lower face.
1	DEL	DELETE STANDARD Sharps/Waste: Drop-in style w/Red polycarbonate HDPE hinged lid with standard containers, located at head of squad bench.
	NOTE	Deleted static vent on curbside above side entry door due to interior glove boxes
1	99-0798	Glove Box Holders: (3) w/hinged, black 11ga steel powder-coated door, above Curbside Entry Door
1	99-1058	Seating: EVS Technician's Seat w/Child Restraint System, Rear facing automotive style chair with 4Pt seat belt mounted on Standard Steel Base- ILOS 4Pt seat.
1	STD	Rear Overhead: Vinyl wrapped foam header over rear doors.
1	STD	Assist Rail, 1.25" Dia. S.S. overhead off-center toward Streetside of unit.

3	STD	Grab handle- stainless steel, mounted on each rear entry and curbside entry door
9	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.
	09-	Cots & Miscellaneous Items
1	99-0878	Cot Mount: Stryker Performance Load (6392EMS001) with inductive charger and floor plate (153, 166 & 170 Only). Mounting Location: SIDE MOUNT
2	99-2168	Placard: 9.875" x 9.9375" x .125" aluminum placard sign, painted RED to match module. Install 3 pieces of painted extruded j-rail (2 sides and 1 bottom) to provide slide in mounting for placard. Backer plate for J-rail to install on is 10" x 10". See print # 33-106069 for backer and # 33-106070 placard plate. Locate: (1) on front wall and (1) on rear wall per prints.
	10-	Paint & lettering
1	1000084	Paint: Type 3, Body and Chassis, Custom Color Color: American LaFrance Red (Pierce #80) Color Code: PPG 917805 FBC Configuration: All of cab and module to be red. NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling.
1	OPT	Grayson Graphics to supply and install graphics package per Santa Fe specifications - see quote
1	1000100	Roof Star ONLY, INSTALLED
1	99-1098	Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows. NOTE: Module application only.
		SHIP LOOSE
2	STD	5 lb. Fire Extinguisher- Ship Loose
2	99-1667	Portable O2 Bracket: (1) CPI OA1201-D-1 strapless oxygen bottle holder w/mounting plate, for (1) "D" cylinder. SHIP LOOSE
	NOTE	SHIP LOOSE SSCOR Suction Canister

TOTAL ORDER $153,555.00

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____

Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

_____ **Date:** _____

Dealer Signature

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	10/25/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Santa Fe Fire Department	**Contractor:**	Southwest Ambulance Sales
Contact Person:	Sten Johnson	**Prepared By:**	Bobby Davis
Phone:		**Phone:**	806-336-3949
Fax:		**Fax:**	
Email:		**Email:**	bobby@swambulancesales.com

Product Code:	AM20RA10	**Description:**	MEDIX ME 153 TYPE III

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 103,656.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please See Attached	27,834		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	27834

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please See Attached	18,565		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	18565

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 14%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	150055	=	Subtotal D:	150055

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Delivery/Freight	2500		
		Subtotal F:	2500

Delivery Date:	120-150 Days	**G. Total Purchase Price (D+E+F):**	153555

Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A128326
GENERAL DISTINGUISHING NUMBER: P128327 Motor Vehicle

southwest ambulance sales llc
107 MEADOWVIEW DR
KENNEDALE, TEXAS TARRANT 76060

EXPIRES: 01-31-2023
PHYSICAL LOCATION:
107 MEADOWVIEW DR
KENNEDALE, TEXAS TARRANT 76060

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Custom Fire Apparatus : FT-Fire Truck, MEDIX : AB-Ambulance, Frontline : AB-Ambulance, Gen-T : AB-Ambulance

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Interim Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2021

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 Terry Cauthen 8700 9th Avenue #102 Port Arthur TX 77642	CONTACT NAME: Terry Cauthen PHONE (A/C, No, Ext): (409) 729-2000 FAX (A/C, No): (409) 332-4381 E-MAIL ADDRESS: tcauthen@twfg.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Ins Co		15580
INSURED Southwest Ambulance Sales LLC PO Box 888 Kennedale TX 76060	INSURER B: Scottsdale Ins Co		
	INSURER C:		
	INSURER D:		
	INSURER E: Scottsdale Ins Co		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: SOUT21072810535859 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CGS5000874	02/08/2021	02/08/2022	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 $ $ $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CGS5000874	02/08/2021	02/08/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E	Garagekeepers $4,000,000	Y	Y	CGS5000874	02/08/2021	02/08/2022		300,000 Vehicle

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

Sladek Conference Services, Inc., Texas EMS Conference, Texas Exposition Services, and the City of Austin as additional insured.

CERTIFICATE HOLDER

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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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.
Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC.**

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER. Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

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Attachment A
Southwest Ambulance Sales, LLC
Ambulances, EMS & Other Special Service Vehicles
Contract No.: AM10-20

R. Medix

**** These Vehicles Can Be Sold Both Inside and Outside Texas ****

A. Ambulance		
AM20RA01	Type II Ford Transit SRH-148 WD	71,295.00
AM20RA02	Type II Ford Transit SRH-148 AL	72,870.00
AM20RA03	Type II Ford Transit SRH-148 SS	77,249.00
AM20RA04	Type II SILVERHWAWK G-3500 EXPRESS	67,484.00
AM20RA05	Type III Metro Express BL90 Ford E-350 DRW	89,355.00
AM20RA06	Type III RP90 ES Metro Express Ford E-350 DRW	93,896.00
AM20RA07	Type III RP90 ES Metro Express Chevy G-3500 DRW	92,568.00
AM20RA08	Type III RP90 MR Metro Express Ford E-350 DRW	93,896.00
AM20RA09	Type III RP90 MR Metro Express Chevy G-3500 DRW	92,568.00
AM20RA10	Type III Metro Express 153 Ford E350 DRW	103,656.00
AM20RA11	Type III Metro Express 153 Chevy G-3500 DRW	101,556.00
AM20RA12	Type III 166 Metro Express Ford E-450 DRW	110,523.00
AM20RA13	Type III 166 Metro Express Chevy G-4500 DRW	107,662.00
AM20RA14	Type III MSVII170 Ford E-450 DRW	120,603.00
AM20RA15	Type III MSVII170 Chevy G-4500 DRW	117,257.00
AM20RA16	Type I Metro Express RP90ES Ford F350- Gas Engine	110,492.00
AM20RA17	Type I Metro Express RP90ES Chevrolet C-3500HD 4x2 Silverado Gas Engine	107,762.00
AM20RA18	Type I Metro Express 153 LTD Ford F350 4x2 Gas Engine	117,002.00
AM20RA19	Type I Metro Express 153 LTD Chevrolet C-3500HD 4x2 Silverado Gas Engine	113,395.00
AM20RA20	Type I Metro Express 153 LTD RAM 3500 4x2 Diesel	122,987.00
AM20RA21	Type I MSV II 157 LTD Ford F450 4x2 Gas Engine	134,106.00
AM20RA22	Type I MSV II 157 LTD RAM 4500 4x2 Diesel	140,627.00
AM20RA23	Type I MSV II 170 Ford F450 4x2 Gas Engine	142,800.00
AM20RA24	Type I MSV II 170 RAM 4500 4x2 Diesel	149,326.00
AM20RA25	Type I Metro Express GPM 153 Ford F350 4x2 Gas Engine	148,607.00
AM20RA26	Type I Metro Express GPM 153 Chevrolet C-3500 HD 4x2 Gas Engine	144,958.00
E. Remounts (See Section B, p. 8 Items 17-20 for specifics regarding "Remount" pricing)		
AM18RE01	Remount on chassis - Ford F350 Type I	100,321.00
AM18RE02	Remount on chassis - Ford F450 Type I	110,591.00
AM18RE03	Remount on chassis - Ford E350 Type III	83,948.00
AM18RE04	Remount on chassis - Ford E450 Type III	88,762.00
AM18RE05	Remount on chassis - Chevrolet C3500 Type I	99,082.00
AM18RE06	Remount on chassis - Chevrolet G3500 Type III	83,220.00
AM18RE07	Remount on chassis - Chevrolet G4500 Type III	87,235.00
AM18RE08	Remount on chassis - RAM 3500 Type I	92,850.00
AM18RE09	Remount on chassis - RAM 4500 Type I	124,200.00

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FORM H - MARKETING	Invitation No.: AM10-20
Offeror Name:	Southwest Ambulance Sales, LLC

Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

MEDIX Specialty Vehicles/Southwest Ambulance Sales has an extensive book of business. Our team of experienced Sales Professionals combined sell over 200 units per year, many of which are local government and non-profit entities. We will actively market H-GAC to appropriate intities using: Onsite demo inservices, trade show interactions, and use of our online resources. Online tools include but are not limted to Facebook, YouTube, Instagram, Twitter, ETC.

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Southwest Ambulance Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 621 East Kennedale Parkway, Kennedale, TX 76060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD
This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING
Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS
The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Southwest Ambulance Sales, LLC

Signature: Bobby Davis
C7C0AE1CFEE5413...

Name: **Bobby Davis**

Title: **Regional Sales Manager**

Date: **10/20/2020**

H-GAC

Signature: DocuSigned by:
82EC27005D81423...

Name: **Chuck Wemple**

Title: **Executive Director**

Date: **10/21/2020**

Ambulance Bid Specifications
City of Santa Fe Fire Department
Santa Fe NM

EMERGENCY MEDICAL VEHICLE – Type III Ford E350 138"WB 4x2 Gasoline 153" Module

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EMERGENCY MEDICAL VEHICLE – Type III Ford E350 138"WB 4x2 Gasoline 153" Module

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27.0 REFERENCES AND STANDARDS

APPENDIX STANDARD MODEL DRAWINGS

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Ambulance Bid Specifications

EMERGENCY MEDICAL VEHICLE – Type III Ford E350 138"WB 4x2 Gasoline 153" Module

SCOPE & GENERAL REQUIREMENTS

This specification describes a commercial cab/chassis with a transferable modular body converted into a Type III, 4x2 ambulance configuration as defined in the FEDERAL SPECIFICATION FOR STAR-OF-LIFE AMBULANCE, KKK-A-1822F, dated August 1, 2007 and NFPA 1917. Unless otherwise specified, this vehicle shall be manufactured in accordance with the ambulance design criteria of the National Highway Traffic Administration, U.S. Department of Transportation in Washington D.C and the GSA - Federal Ambulance Specification KKK-A-1822F and NFPA 1917. Documentation shall be submitted with the bid that validates the manufacturer's current and full compliance with NFPA 1917 and KKK-A-1822F or submits proof of the manufacturer's intent to have this testing completed prior to delivery of the proposed new ambulance. The ambulance described herein shall be type and model tested to and in compliance with the National Truck Equipment Association's Ambulance Manufacturing Division, Standards 001 - 025. Certifications must be current to manufacturer's most recent manufacturing/engineering design criteria.

The standard for the configuration and design of this ambulance exceeds the current KKK Federal Specification, NFPA 1917 due to the requirements of this department. Manufacturers, who are unwilling or unable to meet the requirements herein, will not be considered.

The purpose of these specifications is to provide a set of minimum general requirements and test parameters for the manufacture of an emergency medical care ambulance that meets the needs and desires of this agency. The bidder is responsible for understanding that this specification establishes the essential criteria for design, performance, equipment and appearance of the ambulance or rescue vehicle. This specification requires an all-aluminum modular exterior. The compartment and cabinet sizes are critical and changes will not be allowed. While it is not the intent of this specification to preclude any qualified bidder, it must be clear that any bidder deviating in any substantial manner from these specifications will be rejected as non-compliant.

Does Your Bid Comply? Yes ✓ No ____

This specification requires the manufacturer to provide a new, commercially produced, medical care vehicle, hereinafter referred to as an "ambulance" or "rescue vehicle". This vehicle shall be manufactured in accordance with the ambulance design criteria of the

National Highway Traffic Administration, U.S. Department of Transportation in Washington D.C and the GSA - Federal Ambulance Specification KKK-A-1822F and NFPA 1917. Documentation shall be submitted with the bid that validates the manufacturer's current and full compliance with KKK-A-1822F and NFPA 1917. NO Exceptions

1.0 MANUFACTURER

1.1 Shall be a modified vehicle upfitter approved by the OEM chassis manufacturer whose chassis is used to complete this Specified vehicle. Additionally, the manufacturer shall hold current certification in the Ford Motor Company Qualified Vehicle Modifier Program, and shall submit a copy of the QVM certificate as part of the bid proposal. This certification insures the integrity of the "conversion" of a vehicle into an ambulance regardless of chassis make.

1.2 Shall submit a copy of current certification of compliance with Federal Specification KKK-A-1822F for the type vehicle described herein, as prepared by an ISO/IEC 17025:2005 certified, independent, third-party testing laboratory.

1.3 Shall carry not less than ten million dollars ($10,000,000.00) in product liability insurance.

1.4 Shall employ full-time Parts personnel.

1.5 Shall employ a full-time Electrical Troubleshooter.

1.6 Shall employ a full-time Service/Warranty Representative.

1.7 Shall furnish custom Computer Aided Design (CAD) interior and exterior construction drawings specific to the vehicle to be produced under this Specification. Drawing dimensions must comply with AMD Standard 019- Measuring Guidelines: Cabinets and Compartments

1.8 Shall furnish custom CAD electrical illustrations (including physical layouts of switch panels and electrical component mounts) and electrical schematics specific to the vehicle to be produced under this Specification.

1.9 Shall furnish proof of manufacturing complete ambulance packages for a minimum of 15 years.

Does Your Bid Comply? Yes ✓ No ____

The ambulance and the allied equipment required by this specification shall be the manufacturer's current commercial ambulance model of the type and class specified. The ambulance shall be complete with the required options and accessories as specified herein. Items will be furnished with such modifications as may be necessary and specified to enable the ambulance to function reliably and efficiently in a strenuous, sustained operation. The design of the vehicle and the specified options shall permit

accessibility for servicing, replacement and adjustment of components and accessories with minimum disturbance to other components and systems. The term "heavy-duty" as used, shall describe equipment or items that are in excess of the usual quality or capacity that is normally supplied with standard production vehicles or components.

This department requires that the manufacturer of the ambulance be a 100% American owned company. American owned defines the manufacturer as well as the majority equity owners of the manufacturer as US companies, individuals and/or stockholders.
The ambulance and the allied equipment required by this specification shall be the manufacturer's current commercial ambulance model of the type and class specified.

Does Your Bid Comply? Yes ✓ No ____

The bidder shall be obligated to provide an estimated delivery time from award of bid and a selection of flooring, upholstery and Scotchlite colors for the customer to make the appropriate selections. These color selections shall become a part of the customer's order and the bidders manufacturing document.

Does Your Bid Comply? Yes ✓ No ____

This is an engineer, design, construct and delivery type specification and it is not the intention of this agency to write out vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of this agency. With the intent to standardize certain components, therefore, in numerous places we have named specific brands of components. This has been done to establish a certain standard of quality. Other brands will be accepted providing the vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

Does Your Bid Comply? Yes ✓ No ____

Bidder must furnish all information as requested. Additionally the bidder shall supply descriptive literature and complete specifications covering the products offered. Bids not meeting this requirement will be rejected. No Exceptions.

Does Your Bid Comply? Yes ✓ No ____

All bid prices shall be complete and include warranty and delivery of the completed vehicle to the purchaser. Payment shall be made in accordance with the terms, and conditions of these specifications. Payment will be made upon delivery and acceptance of the vehicle(s) and equipment specified herein.

All bid prices and conditions must be specified on the Bid Proposal Form. Bid prices shall be valid for 30 days from the date of the bid opening, or as otherwise specified in the bid proposal. Payment in full will be made as each unit is received, inspected and found to comply with these specifications. The vehicles(s) shall be free of damage and properly invoiced.

Does Your Bid Comply? Yes____ No ____

By submission of this signed bid response, the bidder certifies under penalty of perjury, that to the best of his/her knowledge that the pricing in this bid response has been prepared independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such pricing with any other bidder or competitor. The bidder also acknowledges that the pricing quoted has not been discussed with or disclosed by the bidder prior to the opening of the bid, either directly or indirectly.

Does Your Bid Comply? Yes✓ No ____

The bidder's proposal packet shall include a copy of the ambulance manufacturer's current insurance certificate. The manufacturer shall provide proof of $10 Million dollars of product liability insurance coverage. No Exception.

Does Your Bid Comply? Yes✓ No ____

The bidder's proposal packet shall include copies of all warranties listed in these following detailed specifications. The minimum acceptable required warranties are: Conversion Warranty, Electrical Warranty, Modular Structural Warranty and Paint Warranty. The bidder shall include a copy of these warranties within the proposal package. If the bidder does not include a copy of the warranties, the bid will automatically be rejected.

Does Your Bid Comply? Yes✓ No ____

2.0 CHASSIS

2.1 TYPE III AMBULANCE: The apparatus shall be a Type III, Class 1, 2-door, current year model Ford E350 4x2 Chassis Cab with a transferable, modular ambulance body.

Does your bid comply? Yes✓ No____

2.2 AMBULANCE CHASSIS: The chassis provided shall be equipped with an ambulance preparation package designed and installed by the O.E.M. The package shall be designed to meet the demands and duty cycles inherent in Emergency Medical Vehicles.

Does your bid comply? Yes✓ No____

2.3 THROTTLE – HIGH IDLE: An O.E.M. throttle control shall be provided. The throttle shall be programmed for charge protect. The throttle control module shall be located in the console base.

Does your bid comply? Yes✓ No____

2.4 GROSS VEHICLE WEIGHT RATING (GVWR): The GVWR of the chassis supplied shall be 11,500 pounds. **Labeling for height and GVWR will be posted in drivers view**

Does your bid comply? Yes✓ No_____

2.5 FRONT AXLE WEIGHT RATING (GAWR-F): The GAWR-F shall be rated at no less than 5,000 pounds.

Does your bid comply? Yes✓ No_____

2.6 REAR AXLE WEIGHT RATING (GAWR-R): The GAWR-R shall be rated at no less than ,000 pounds.

Does your bid comply? Yes✓ No_____

2.7 REAR AXLE TYPE AND RATIO: The axle type shall be limited slip differential with a 4.10:1 gear ratio.

Does your bid comply? Yes✓ No_____

2.7 A REAR SUSPENSION: The chassis shall be equipped with OEM.

Does your bid comply? Yes_____ No_____

2.8 ENGINE: A 7.3L gas engine with 300HP and 457 ft-lb torque shall be provided. The engine performance shall comply with or exceed KKK-A- 1822F and AMD Standards 005- 12-Volt DC Electrical System Test, 014- Engine Cooling System Test, 017- Road Test and 022- Cold Engine Start Test. It shall be equipped with an engine hour monitor display in the OEM instrument cluster

Does your bid comply? Yes✓ No_____

2.9 TRANSMISSION: A - 6-speed TorqShift, Select Shift Overdrive with Tow/Haul mode that is electronically controlled shall be provided.

Does your bid comply? Yes✓ No_____

2.10 BATTERIES/ALTERNATORS: The chassis shall be equipped with dual battery option with batteries mounted to provide easy access for servicing. The batteries shall be at least 750 CCA, 78-Amp Hr. each. The chassis shall also include a 47A OEM Ambulance Prep Package.

Does your bid comply? Yes✓ No_____

2.11 BRAKES: 4-wheel anti-lock, power assisted hydraulic brakes shall be supplied by the O.E.M. The brakes shall be 4-wheel Disc type. The parking brake shall be an independent mechanical brake, provided by the O.E.M. An exhaust brake shall be an integral part of the OEM chassis exhaust system.

Does your bid comply? Yes✓ No_____

2.12 TIRES: All tires shall be identical make, tread type, size and load range. For afore mentioned GVWR the tires shall be LT225/75R16E. A label with the recommended tire pressure shall be located above each wheel opening, unless specified otherwise by the purchaser. All tires shall be balanced per KKK-A-1822F 3.6.10. Chassis is equipped with a tire pressure monitoring system.

2.13 STAINLESS STEEL WHEEL INSERTS: Stainless Steel Wheel Inserts shall be installed. Both rear wheels shall have braided valve extenders installed. Wheel inserts shall not be attached to the wheels utilizing the OEM lug nuts.

Does your bid comply? Yes✓ No_____

2.14 MUD FLAPS: Heavy duty rubber Mud Flaps shall be provided behind the rear dual wheels and **incorporated in the front running boards**

Does your bid comply? Yes✓ No_____

2.15 SPARE TIRE: One (1) spare tire and wheel assembly shall be supplied. When the tire is to be carried on the unit, the tire hold down and O.E.M. jack and tire tools shall be provided with the spare.

Does your bid comply? Yes✓ No_____

2.16 OCCUPANT RESTRAINT SYSTEM: The front, forward facing cab seats shall be equipped with O.E.M. installed Type II lap and shoulder belt assemblies.

The seat belts shall have pre-tensioners built into the seatbelt assembly to take up belt slack during a frontal collision. The seat belt assemblies shall meet or exceed F.M.V.S.S. 208 and 209. Any transition trim panels installed in the cab shall not interfere with the swivel arc of the shoulder rings.

Does your bid comply? Yes✓ No_____

2.17 SUPLEMENTAL RESTRAINT SYSTEM: An O.E.M. air bag shall be installed on the driver and passenger side. Permanent or quick release ambulance conversion components shall not interfere with air bag deployment. The air bags must be completely operational. Modifications by the secondary manufacturer are not acceptable.

Does your bid comply? Yes✓ No_____

2.18 FUEL TANK: The fuel capacity shall be at least 40 U.S. gallons. The fuel range shall be at least 250 miles per KKK-A-1822F 3.4.8.

Does your bid comply? Yes ✓ No_____

2.19 CAB SEATS: O.E.M. High back, stain-resistant cloth covered bucket type seats shall be provided in the cab. The seats shall adjust forward and aft. Seat base must be O.E.M. After-market seats and/or bases are not acceptable due to certified requirements regarding S.R.S. (Air bag) deployment geometry. The seats shall be moisture repellant in case of contact with blood or body fluids.

2.20 CAB STEREO: An O.E.M. AM/FM/CD in dash radio shall be included with the chassis.

Does your bid comply? Yes ✓ No_____

2.21 MIRRORS: Dual, OEM telescopic heated/remote control mirrors with built in convex mirror shall be provided.

Does your bid comply? Yes ✓ No_____

2.22 DOOR LOCKS: The cab doors shall have O.E.M. power door locks. An OEM momentary rocker type switch shall active (Lock/Unlock) both cab doors.

Does your bid comply? Yes ✓ No_____

2.23 TRIM PACKAGE: The highest level trim package shall be supplied from the O.E.M. The package shall include high quality chrome-like bright work on the grille face. Chrome plated steel bumper(s) shall also be supplied by the O.E.M. Argent or painted bumpers are not acceptable. The O.E.M. grille work shall remain O.E.M.

Does your bid comply? Yes ✓ No_____

2.24 RUNNING BOARDS: Running boards shall be constructed of .125 aluminum diamond plate and provide "splash guard" components to protect the running board surfaces from front wheel wash. The running boards shall be CNC cut, formed and punched with a computer-generated pattern designed to provide a skid resistant step surface. The splashguards and support members shall be fully welded and undercoated.

Does your bid comply? Yes ✓ No_____

2.25 UNDERCOATING: Chassis and module shall be fully undercoated in accordance with the chassis manufacturer's guidelines.

Does your bid comply? Yes ✓ No_____

2.26 WINDSHIELD SUN VISORS: OEM, stain resistant cloth covered sun visors shall be installed over the driver's and passenger's sides of the windshield.

Does your bid comply? Yes✓ No_____

3.0 MODULE CONFIGURATION

3.1 OVER ALL LENGTH: The overall length of the vehicle shall not exceed two hundred fifty six inches (256"). The finished vehicle shall meet or exceed KKK-A-1822F 3.4.10.4 for Angle of Departure, Ramp Break Over and Angle of Approach.

Does your bid comply? Yes✓ No_____

3.2 MODULE LENGTH: The module length shall be at least one hundred fifty three (153") inches.

Does your bid comply? Yes✓ No_____

3.3 MODULE WIDTH: The module width shall comply with State requirements regarding width of vehicles permitted on its roads and highways. The module shall be ninety-four (94") inches wide, excluding lights and accessories. The rear wheels of the chassis shall not extend further than 2.5" from the vertical sidewall and be covered by fender flares as cited in Item 10.5 of this Specification.

Does your bid comply? Yes✓ No_____

3.4 PATIENT COMPARTMENT HEADROOM: The headroom within the module shall be seventy (70") inches. The measurement shall be taken from the center of the patient compartment floor to the ceiling panel.

Does your bid comply? Yes✓ No_____

3.5 BULKHEAD CONFIGURATION: The bulkhead shall be a solid wall broken only by a 17"W x 14"H rough pass-thru opening. There shall be a sliding Lexan window of at least 150 square inches of viewing area. The window shall be transparent and shatterproof.

Does your bid comply? Yes✓ No_____

3.6 COMPARTMENT CONFIGURATION: The minimum compartment dimensions are shown in the CAD drawings attached to the Specification.

Does your bid comply? Yes✓ No_____

3.7 SPARE TIRE STORAGE: A full size, fully inflated spare tire matching the wheels and tires mounted on the chassis shall be shipped loose. An O.E.M. jack and tire tools shall also be provided and shipped loose.

Does your bid comply? Yes_____ No_____

4.0 MODULE CONSTRUCTION - GENERAL

The ambulance body shall be all aluminum. The body structure shall be manufactured by the OEM ambulance manufacturer, not an outside vendor. This Agency will not accept bids from ambulance manufacturers that sub-contract the manufacture the ambulance body being bid.

Does your bid comply? Yes✓ No_____

4.1 BODY STRUCTURE ALLOY: The side, front and rear aluminum skin shall be .125" x 5052-H32 aluminum sheet. The roof sheet shall be one piece .090" x 5052-H32, from roof rail to roof rail. The side structure and structural shapes shall be extruded 6061-T6 aluminum. The ambulance supplier represented in this bid is required to be the manufacturer of the modular body: this agency will not accept bids from ambulance manufacturers that sub-contract the ambulance body build process to an alternate supplier.

All frame and structural members shall be MIG (metal inert gas shielded) welded together to form a "roll cage" type structure. No rivets, screws, adhesive or other mechanical fasteners shall be used for the attachment of any structural or frame member used to form this critical structure.

Does your bid comply? Yes✓ No_____

4.2 BODY WARRANTY: The body shall carry a 15-year warranty following the date of delivery to the end user. The warranty shall cover repairs or replacement of body elements or components that fail due to structural defects in materials and workmanship. "Life Time Warranties" shall not be acceptable, unless the protection coverage is CLEARLY specified and attached in its entirety, with the bid. Hollow, no content and/or unclear "Life Time Warranties" are not acceptable.

Does your bid comply? Yes✓ No_____

4.3 STRUCTURAL INTEGRITY: The body shall be capable of providing impact, deformation and penetration resistance in the event of a collision. The body structure shall be capable of passing a stand-alone static load test on a type-tested body. The test shall be conducted in accordance to AMD Standard 001. The test weight shall be applied at no less than 2.5 times the curb-weight of the finished vehicle to both the top and either the streetside or curbside of the ambulance module.

Does your bid comply? Yes✓ No_____

4.4 BODY PANEL MANUFACTURE: Each body panel, front wall, rear wall, two side walls, and roof panel, shall be manufactured utilizing .090" aluminum sheet, 2"x2"x.125" and 1"x2"x.125" 6061-T6 extruded structural aluminum framework with voids between the tubular structure filled with 2" thick block polystyrene and covered

with .125" laminated Luan. These panel components shall be integrated utilizing high strength adhesives. The aluminum sheet shall be attached to the wall structure with a Methacrylate adhesive with at shear and tensile strength of approximately 2,215 psi and a tensile modulus of 157,090 psi. The block foam and ply shall be attached with a urethane adhesive with a minimum tensile strength of 300 psi. The entire assembly shall be vacuum cured to form a solid, penetration resistant composite body panel. In no case shall screws, rivets, VHB tape or any other mechanical fasteners be used to attach the skin to these structural members.

The four vertical corners shall be configured so that the actual corner wall extrusions overlap allowing the wall sections to have full, vertical seam welds outside. This offset will also allow for the four vertical corners to be stitch-welded in 5" – 6" increments every 5" along the full vertical contact point inside.

Similarly, the four sidewall structures at the roofline shall be full seam welded around the entire horizontal perimeter of the roof and stitch-welded in 5"-6" increments every 5" around the full horizontal perimeter inside. Four full-welded vertical corner seams and four full-welded horizontal roof seams shall be covered with .090" extruded aluminum, radius corner extrusion welded at the corner caps and bonded with Lords 406-17 acrylic adhesive creating an integrated corner support column. The cast aluminum corner caps shall be seam-welded in place. All exterior body holes for lighting or other appliances shall be routed, drilled or punched prior to prime and paint process to assure complete coverage of raw metal and to reduce the possibility of paint breaks and resulting corrosion.

Does your bid comply? Yes ✓ No_____

4.5 MODULE INSULATION: The insulation material installed in the walls and ceiling shall be 2" thick, 1-lb. high density block foam insulation. The material shall be cut so that it fits securely between the structural wall members and will be installed with a full urethane coating along both sides of the material to provide a permanent bond between the outer wall skin and the interior liner. The front, side, rear and roof wall panels will be filled providing full wall insulation.

Does your bid comply? Yes ✓ No_____

4.6 REMOUNTABLE: The body shall be designed to be remounted to like chassis with same cab-to-axle dimensions.

Does your bid comply? Yes ✓ No_____

4.7 WELD QUALITY: All welds within the modular body shall meet American Welding Society codes for structural and sheet welding. All weld sites shall be cleaned prior to welding. All welds shall be free of cracks, cavitations, oxidation and foreign substances. All MIG welds shall be shielded with Argon, during the process.

Does your bid comply? Yes ✓ No_____

5.0 FLOOR CONSTRUCTION

5.1 FLOOR MEMBERS: The floor shall be at the lowest level permitted by clearances and shall meet the floor height requirements of KKK-A-1822F, 3.4.10.6. The floor structure shall consist of 2" x 2" x .250" and 2" x 2" x .125" primary and 1" x 2" x .125" 6061-T6 secondary structural aluminum tubing. The finished assembly shall be full length welded to the wall structures at all contact points above and below the side, front and rear walls. There shall be .50" aluminum plates welded into the floor structure to facilitate mounting of the Technician's seat base and the cot retention hardware. The floor weight bearing capability shall be compliant with AMD Standard 020- Floor Distributed Load Test, S4.3 Bariatric Load.

Does your bid comply? Yes ✓ No_____

5.2 MOISTURE BARRIER: Over the floor substructure there shall be applied a moisture barrier of .060 inch thick aluminum skin. This skin shall be attached to the floor structure by a full bed application of a high performance elastomeric adhesive/sealant. This adhesive bed shall be adequate to eliminate any material vibration and to completely seal the patient compartment from fumes and moisture penetrating the interior.

Does your bid comply? Yes ✓ No_____

5.3 CARBON MONOXIDE PROTECTION: To prevent carbon monoxide penetration into the patient compartment, it is imperative that the entire underside of the modular body be sealed. All hollow corner structural materials shall be sealed with either expansion moisture resistant, closed cell foam or sealed metal plates. This completed vehicle shall be compliant with AMD Standard 007- Patient Compartment Carbon Monoxide Test. CO2 monitor will be installed in patient compartment

Does your bid comply? Yes ✓ No_____

6.0 SIDE STRUCTURE

SHEET: The skin covering the front, sides, and rear walls shall be a single aluminum sheet with an alloy and temper strength of 5052 H32 for strength, ease of welding, and corrosion resistance. Modular bodies fabricated from "multi-piece" front, rear or side skins are not acceptable to this agency.

These panel components shall be integrated utilizing high strength adhesives. The aluminum sheet shall be attached to the wall structure with a Methacrylate adhesive with at shear and tensile strength of approximately 2,215 psi and a tensile modulus of 157,090 psi. The block foam and ply shall be attached with a urethane adhesive with a minimum tensile strength of 300 psi. The entire assembly shall be vacuum cured to form a solid, penetration resistant composite body panel. In no case shall screws, rivets, VHB tape or any other mechanical fasteners be used to attach the skin to these structural members.

Does your bid comply? Yes ✓ No_____

6.1 SIDE STRUCTURAL MEMBERS: The side assembly shall be reinforced vertically with extruded square aluminum structural tubing a minimum of sixteen (16) inch centers. These structural members shall be 2" x 2" x .125" 6061-T6 structural aluminum tubing. To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed, the extrusion shall be designed that each boxed formed corner extrusion on the sides, front, rear, and roof overlap the opposing extrusion, thus allowing for full length vertical welds on the entire outside of the body and interval welds on the inside of the body. There shall be .50" aluminum plates welded into the curbside and streetside wall structure to facilitate the mounting of a V-4 4-point harness restraint system. Each harness restraint system/seating position along the curbside or streetside wall shall be pull tested to 6,000 pounds. These structures shall be MIG welded together to form the body's roll cage and corner impact protection.

Does your bid comply? Yes ✓ No_____

6.2 CORNER SIDEWALL ASSEMBLY: The four full-welded vertical corner seams and four full-welded horizontal roof seams shall be covered with .125" extruded aluminum, radius corner extrusion bonded with Lord's 406-17 acrylic adhesive with a tensile strength of 4,650 psi and an elastic modulus of 130,000 psi creating an integrated corner support column. The cast aluminum corner caps shall be seam-welded in place. All exterior body holes for lighting or other appliances shall be routed, drilled or punched prior to prime and paint process to assure complete coverage of raw metal on edges of holes.

Does your bid comply? Yes ✓ No_____

7.0 ROOF CONSTRUCTION

7.1 PERIMETER EXTRUSIONS: The roof's substructure assembly shall consist of perimeter extrusions, lateral roof bows, and interconnecting corner caps.

Does your bid comply? Yes ✓ No_____

7.2 ROOF SHEET: The roof skin shall have an alloy and temper strength of 5052 H32. The skin shall be attached to the lateral roof bows with a combination high strength urethane and Methacrylate adhesives applied prior to a vacuum bonding process to provide even and consistent adhesion of the wall skin to the structural extrusions. In no case may screws, rivets or other mechanical fasteners be used to attach the skin to the lateral roof bows.

Does your bid comply? Yes ✓ No_____

7.3 ROOF BOWS: The lateral roof bows shall be 2" x 2" x .125" 6061-T6 primary and 1" x 2" x .125" 6061-T6 secondary extruded structural aluminum tubing. These structures shall be MIG welded together to form the body's "roll cage". These structural members shall be located so that the roof skin is supported on a minimum "center" distance of 14 inches. The roof bows shall interconnect with the roof side rails and be

continuously welded at all contact points. In no case shall a lateral roof bow have free span of more than 42 inches. There shall be eight (8) .125" aluminum plates welded into the roof structure to facilitate mounting of the patient compartment dome lights. There shall also be .250" aluminum plates welded into the roof structure to facilitate mounting of the overhead grab rail and a cargo net at the head of the squad bench. There shall be 1" x 2" x .125" tubing welded into the roof structure to provide secure mounting support for four CPI model 2008 folding IV hangers.

Does your bid comply? Yes_✓_ No_____

7.4 ROOF CORNERS: The roof rail extrusions shall be welded together along the roof bow mating walls at the corners. In addition, the outer surfaces of the roof rail extrusions shall be continuously MIG welded to cast aluminum corner castings. The castings shall have integral flanges behind the weld sites to interlock the joint.

Does your bid comply? Yes✓_____ No_____

8.0 DOOR CONSTRUCTION

8.1 DOOR SKIN: The door skin shall be .090 thick 5052-H32 aluminum sheet CNC cut and formed to create a robust, crevice free environment to mirror the mating surface of the door jamb extrusions and to provide optimum paint adhesion and corrosion resistance. The formed edges shall not have elongation cracks due to forming but shall have edges uniformly rounded for strength and aesthetic appeal. The forming process will produce a door with an integral surface for mounting a pliable air core rubberized neoprene gasket around the full perimeter of the door that will seat and seal against the mating surface on the door jamb. The CNC process will provide the cut-out for windows, latches, door panel mounting holes and hinge mounting points all machined into the finished raw door. The CNC cut, fold and weld process provides a guaranteed consistent tolerance within 1/5,000th of an inch which yields a finished product that is consistently repeatable and easily replaceable in the event of damage.

Does your bid comply? Yes_✓_ No_____

8.2 DOOR PANELS: The inside door panels shall be made of .090" aluminum sheet laminated to match the interior of the unit. There shall be an aluminum diamond plate kick panel installed to protect the lower portion of the entry doors. Exposed, raw, sheared, unfinished sheet-metal edges are not acceptable. The panels shall be fastened to the door with Phillips head stainless steel, #10-32 machine screws with rubber washers to assist in cushioning the impact of door closure. The kick panel shall measure approximately 8" x 20".

Does your bid comply? Yes✓_____ No_____

8.3 DOOR JAMB: The door jamb shall be an extruded aluminum extrusion measuring approximately 2.725" x 3" with no less than .1875" wall thickness to accommodate rigid fastening of compartment door hinges, and the TriMark cage nut assemblies that are used to secure nadir pens. The corners of the extruded door jamb

shall be CNC mitered, fixture fit and welded full perimeter to hold the door opening square. The mounting and access points for the nadir pens shall be CNC routed for precision and repetitive consistency. The door jamb shall have a full perimeter flange that shall be secured to the body side skin with 3M panel bond adhesive rated at no less than 2,150PSI. The jamb shall also be secured with ¼" x 20 Type "F" self-tapping, stainless steel sheet metal screws installed around the full perimeter of the framed door opening into the wall structure that is welded into place around the door opening in the side wall structure. The jamb shall be CNC to accommodate the consistent placement of the TriMark cage nuts used to mount the Nader pins and for consistently locating the door hinge.

Does your bid comply? Yes✓ No_____

8.4 HINGE: All doors shall have stainless steel, continuous, piano hinges. The pin diameter shall be .250"and staked into place to prevent drifting out of the hinge leaves. The knuckle lengths shall be 1". Alternating mounting slots shall be incorporated in the hinge to facilitate fine adjustment. The hinge attachment bolts shall be ¼" x 20 x 1" long stainless steel Type "F" pan head screws. The screws shall be spaced 4 inches apart on each leaf for the full length of the hinge. The tapping points along the door and jamb shall be designed in and CNC placed for consistently repetitive production and ease of replacement. The hinges for each individual door shall be identically cut for all common door heights and the CNC process used to fabricate the door and jamb shall insure that all of the door components are easily replaceable and interchangeable.

Does your bid comply? Yes✓ No_____

8.5 LATCHES: All exterior door latches shall be TriMark two stage, rotary type latches with and OEM installed emergency release mechanism that meet FMVSS 206 requirements for door locks and door retention components. The latches shall be through bolted to the door with 5/16 UNC countersink, machine type bolts and lock nuts that comply with the latch manufactures requirements. All entry doors shall have two rotary latches per door. To assure uniform latch timing and functional door reliability, only straight, 3/16" diameter rods shall connect the latches to the handle. All latch timing shall be set at the handle site. Other than at the latch site, bends in door latch rods are NOT acceptable.

The Nader pins for each door latch shall be installed through the door jamb into TriMark cage nut assemblies designed to be through bolted into the door jamb extrusion with grade 8 machine type bolts per the manufacturer's requirements. The cage nut assembly will support the mounting nut should the Nader pin need to be removed for maintenance or service.

All single, short compartment doors shall have one rotary latch. All double doors or tall compartment doors shall have two rotary latches per door. All Nader pins shall be headed to prevent the door(s) from opening under impact.

Does your bid comply? Yes✓ No_____

8.6 EXTERIOR HANDLES: TriMark powder coated black finished, free floating exterior paddle handles shall be provided to open all doors. Blind fasteners shall be used to fasten the handles to the door. Exposed fasteners to the outside are unacceptable for security reasons. Paddle handles shall have an isolation gasket between the paddle body and the door skin. All door skin surfaces shall be CNC cut to produce a uniform fit and shall be painted prior to installation of the hardware. The handle shall be long enough to accommodate four gloved fingers for door actuation. All paddles on single doors and leading double doors shall be locking type and keyed the same. Trailing doors shall have non-locking paddle handles mounted on the interior door panel. The inner side of all exterior handles shall have a strip of 3M Safety Grip material installed to provide a slip resistant surface in bad weather. When locked, the paddle handle shall "float" to prevent unnecessary pressure being applied which may damage the handle and function as a signal that the handle is locked.

The rotary latches for each door shall be fit with metal rods, individually clipped to both the latches and the paddle handles. The rods shall be designed to be adjustable; however, they will be secured when adjusted so that they cannot voluntarily move. The door latching assemblies as a whole shall be fully tested to comply with FMVSS 206 requirements including 30G testing, no exceptions. A copy of the testing certificate validating the door system and testing shall be provided with the bid.

Does your bid comply? Yes_✓_ No_____

8.7 INTERIOR HANDLES: TriMark chrome plated interior paddle handles shall be supplied on all module entry doors. A Lock/Unlock lever shall be installed and be clearly marked Lock/Unlock. As a safety feature, the interior paddle handles on the curbside and rear entry doors shall be capable of unlocking and opening the door without switching the Lock/Unlock lever. The interior handles shall be powder coated black.

Does your bid comply? Yes_✓_ No_____

8.8 WINDOWS: All entry doors shall be equipped with an upper window. The curbside entry door shall have a fixed pane window with a nominal area of 320 square inches. The rear access doors shall each have a fixed pane window with a nominal area of 320 square inches. All windows shall have anodized frames and blind inner mounting ring screws, fastened from the inside. The exterior portion of the frame shall have a full perimeter seal mated against the door skin. All glass shall be dark tinted safety glass compliant with FMVSS 205.

Does your bid comply? Yes_✓_ No_____

8.9 DOOR CHECKS: All doors shall be equipped with a door check (hold open). The curbside entry door and exterior compartment doors shall have a gas strut mounted type of door check. The gas strut shall keep positive pressure on the door in the open and closed position. Door check brackets shall be bolted through overhead structure to

provide a solid attachment to the door frame. All doors shall open 90 to 110 degrees, unless otherwise specified by the user.

Rear access doors shall open at least 150 degrees. The door checks shall be two pieces, heavy duty grabber type assemblies. The door shall have a ½" thick cast aluminum loop that plunges into a positive rubber/cast aluminum socket mounted on the body. Each component of the door checks shall be insulated from the skin with a rubber gasket. Each door-check component shall be rigidly mounted on the door or body by ¼" x 20 stainless steel machine screws tapped in ¼" aluminum plates permanently mounted behind the skin to stabilize the grabber.

Does your bid comply? Yes✓ No_____

8.10 ENTRY DOOR ASSIST HANDLES: All entry doors shall be equipped with two-point, 1" diameter stainless steel, "handicap" style grab handles to aid in door closure and entry assistance. The handles shall run horizontally, directly above the inside door paddle handle. The assist handles shall be fastened directly to the horizontal door structure that is welded into the door assembly.

Does your bid comply? Yes✓ No_____

8.11 DRIP RAILS: A drip rail shall be provided over each compartment to prevent water roll off from spilling into the opened compartment door. Drip rails shall be attached with double-sided adhesive for ease of replacement. Full height compartments are exempt because the perimeter roof rail drip rails cover these compartments.

Does your bid comply? Yes✓ No_____

9.0 COMPARTMENT CONSTRUCTION & CONFIGURATION

9.1 MATERIALS: All exterior compartment walls, back and floor shall be constructed of smooth aluminum and coated with a rubberized polyurethane coating, Herculiner or equivalent. The ceilings and floor components shall be CNC cut, formed and welded to provide overlapping joints. The floors and ceilings are both welded and seam sealed as necessary to the walls and back prior to applying the rubberized coating. The compartment shall be designed so that the floor to the compartment will be below the lower edge of the door jamb.

Does your bid comply? Yes✓ No_____

9.2 COMPARTMENT CONFIGURATION: The exterior compartments on this vehicle shall be as illustrated in the drawings attached to this Specification:

Drawing A- Curbside
Drawing B- Streetside

9.4 #1 OXYGEN COMPARTMENT: An M-size cylinder retention bracket shall be provided to secure a vertically stored cylinder. The retention bracket shall be bolted through bolted to the compartment wall backed by ¼" aluminum plate with four 3/8-16

grade 8 bolts with grade 8 flanged nuts. The retention bracket shall be powder coated steel and remain rust free for the life of the ambulance. The oxygen cylinder shall be attached to the bracket with three (3) spring-buckle, webbed retention straps. The retention bracket shall be in compliance with AMD Standard 003- Oxygen Tank Retention System Static Test.
Compartment #1 shall be approximately: 16.75"W x 69.75"H x 15.75"D

Does your bid comply? Yes ✓ No_____

9.4 #2 STORAGE COMPARTMENT: This compartment shall be located just aft of the O2 compartment on the streetside of the module. It shall be configured for general storage or as specified by this agency.
Compartment #2 shall be approximately: 30.75"W x 34.75"H x 15.75"D

Does your bid comply? Yes ✓ No_____

9.5 #3 STORAGE COMPARTMENT: This compartment shall be located aft of the rear wheel well on the streetside of the module. It shall be configured for general storage or as specified by this agency.
Compartment #3 shall be approximately: 30.75"W x 34.75"H x 18.5"D

Does your bid comply? Yes ✓ No_____

9.6 #4 INSIDE/OUTSIDE COMPARTMENT: This compartment shall be located at the forward most curbside of the module. It shall be configured to provide exterior access to the interior ALS cabinet and the battery storage area located below the floor level of the ALS storage. There shall be a separate access door located below the floor level for maintenance and service to the vehicles battery storage area.
Compartment #4 shall be approximately: 18.125"W x 57.75"H

Does your bid comply? Yes ✓ No_____

9.7 #6 BACKBOARD STORAGE COMPARTMENT: This compartment shall be located at the curbside rear of the module. It shall be configured for vertical storage of the backboards.
Compartment #6 shall be approximately: 12.5"W x 75.75"H x 19"D

Does your bid comply? Yes ✓ No_____

9.7 A (Optional) #7 GENERAL STORAGE COMPARTMENT: This compartment shall be located at the curbside rear of the module between the rear backboard storage compartment and the rear wheelwell. It shall be configured for general storage.
Compartment #7 shall be approximately: 23.5"W x 24.25"H x 15.5"D

Does your bid comply? Yes ✓ No_____

98 VENTILATION: All compartments shall have louvered ventilation to the exterior of the vehicle. Each compartment shall include an automotive style vent located below the floor line in a position to allow ventilation below the vehicle and not into the compartment walls. Oxygen cylinder compartment shall be louvered through the door with a minimum of 9 square inches of free-vented area in compliance with KKK-A-1822F, 3.11.3.

Does your bid comply? Yes ✓ No_____

99 STEP WELL: An intermediate step to the patient compartment floor shall be provided at the curbside entry door. The step well shall be rubberized polyurethane coated aluminum with a removable Dri-Deck insert on the lower step. The step shall have a tread dimension of not less than 10 inches. The step well shall be illuminated by an LED light head located on the forward wall of the step well.

Does your bid comply? Yes ✓ No_____

10.0 CORROSION: Anti-electrolysis procedures

10.1 EXTERIOR FASTENERS: Dissimilar metal contact is known to cause corrosion at fastener sites. All exterior device fasteners, especially light fasteners, shall not contact the painted aluminum surface. All fasteners that are not aluminum or plastic bodied are considered dissimilar. Each hole drilled after the prime and paint process shall be treated with an electrolysis corrosion control compound, ECK or equivalent prior to installation of the mounting screws. All mounting screws shall be stainless steel and shall be coated with the electrolysis corrosion control compound prior to installation.

Does your bid comply? Yes ✓ No_____

11.0 REAR BUMPER

11.1 FRAMING: The rear step bumper shall meet or exceed KKK-A-1822F 3.9.6 and be compliant with AMD Standard 018. The bumper shall be a minimum 1/8" welded tubular steel frame with a ¼" flange designed to be bolted directly to the chassis frame without cutting, drilling or welding. The frame shall be bolted with a minimum four ½" steel bolts, washers and nylon lock washers on each side. In addition the bumper will be configured so that the bottom of the bumper shall be mounted below the body skirt-line. The steel bumper frame shall be powder coated black for a durable, corrosive resistant finish.

Does your bid comply? Yes ✓ No_____

11.2 CENTER STEP: A flip up step shall be provided to allow closer access to the patient compartment floor. The step shall be as wide as the rear access door jamb. The step shall have a grip strut surface for aggressive traction. Snow and ice shall not compromise the level of traction on the center step. A stainless steel piano hinge shall have a staked in, ¼"diameter pin, one inch knuckles and Type-F ¼"-20 stainless steel bolts every four inches.

Does your bid comply? Yes_____ No_____

11.3 OUTER BUMPER PODS: The step bumper shall have an aesthetically pleasing appearance. The outer bumper pods shall be polished aluminum diamond plate. The outer corners shall be rounded to eliminate sharp corners around the working area. Each pod shall have a heavy duty rubber rear dock bumper attached to further protect the bumper.

Does your bid comply? Yes_✓_ No_____

12.0 BODY PROTECTION

12.1 FRONT OF BODY: The front of the body shall have protection plates made of aluminum diamond plate fitted between the contour of the cab and the corner posts. The corner posts shall have 12" high formed diamond plate protection panels.

Does your bid comply? Yes_✓_ No_____

12.2 REAR OF BODY: An aluminum diamond plate kick panel shall run from rear corner post to corner post and house a recessed, cast aluminum, license plate holder. The kick panel shall be 12" in height and shall extend downward from below the rear door jamb to the bottom edge of the body. The corner posts shall have 12" high formed diamond plate protection panels.

Does your bid comply? Yes_✓_ No_____

12.3 LOWER BODY RUB RAILS: The entire skirt-line of the body, forward and aft of the rear wheels shall have extruded aluminum "C" channel skirt rails installed to protect the edge of the lower body. Each rail shall be chamfered 45 degrees at each end. The rails shall be mounted with ¼" x 20 stainless steel machine screws through 1/8" nylon spacers to prevent contact between the rub rail and the modular body. There shall be a ¾" white reflective stipe installed down the center of the rub rail, full length.

Does your bid comply? Yes_✓_ No_____

12.4 REAR ENTRY DOOR: At the rear entry doors, a full width, formed, stainless steel jamb protection plate shall be provided to prevent the cot frames from chipping the body paint. The threshold shall extend in a single piece from 6" inside the rear door opening along the surface edge down to 1/2" below the bottom of the lower edge of the door jamb. The threshold will be mounted with Sikaflex sealant/ adhesive to eliminate the need for screws and to provide a sealed edge at the floor level. 3M Safety Walk material will be installed along the full width of the threshold step surface to provide a safe, slip resistant step area.

Does your bid comply? Yes_✓_ No_____

12.5 SIDE ENTRY DOOR: An aluminum diamond plate threshold shall be installed at the transition point between the side entry step well and the patient compartment floor. The threshold shall have a high quality anti-skid material applied in full width strips to provide a slip resistant step into the patient compartment.

Does your bid comply? Yes✓ No_____

12.6 FENDER FLARES: The rear fender flares shall be extruded rubber. The fender flares shall be through bolting around the wheel well opening with ¼"-20 stainless steel pan head bolts coated with an anti-corrosion chemical.

Does your bid comply? Yes✓ No_____

13.0 CABINETRY

13.1 SUBSTRATES: The interior cabinets and components shall be constructed of high quality, domestic grade plywood. The exposed layers shall be hard wood on both sides of the sheet. The layers shall be free of voids between layers. Cabinet interiors shall be made from 3/8" or 1/2" thick, 5-ply plywood determined by the application for each. Bench lids, doors and the primary cabinet fascia shall be made from 3/4" thick, 7-ply plywood.

Does your bid comply? Yes✓ No_____

13.2 CABINET INTERIOR FINISH: Cabinet interior shall be laminated with white colored, high impact, abrasion resistant laminate. The contact adhesive shall be a high bond contact adhesive, specifically designed to bond plastic laminates to wood. Painted cabinet interiors are not acceptable.

Does your bid comply? Yes✓ No_____

13.3 FLOOR AND SUBSTRATE: The sub floor of the module shall be 3/4" thick, 7-ply, marine grade plywood. The vinyl floor covering shall be Lonseal Flecks.

Does your bid comply? Yes✓ No_____

13.4 LAMINATE: A high impact, phenol backed, high impact, and abrasion resistant laminate shall be used. The laminate shall be selected from the ambulance manufacturer's samples. The material shall be standard grade. This material as well as all interior components shall meet or exceed F.M.V.S.S. #302 (Burn Rate of Interior Components).

Does your bid comply? Yes✓ No_____

13.5 CABINET ASSEMBLY: To maximize fastener bite, cabinet substrate parts shall be stapled with pneumatic fired equipment. Staples shall be placed on two-inch intervals along the corner joints. In addition to staples, the entire cabinet assembly must be screwed together with a minimum #8 screw size and a length not less than 2 times the thickness of the pierced substrate. Screw heads shall be counter-sink type and driven

flush. Cabinet fascia shall be CNC cut or drop cut to eliminate the use of cleats or stick built components. The use of stick built components or dowel pin type assembly to create cabinet components will not be acceptable.

Does your bid comply? Yes✓ No_____

13.6 CABINET TRIM: All trim throughout the interior conversion shall be anodized aluminum or formed stainless steel. All exposed corners within the patient compartment shall have either padded or rounded corners. Excess adhesive-sealant shall be removed. Intermittent placement of screws is not acceptable due to cleaning difficulty inherent in screw head design.

Does your bid comply? Yes✓ No_____

13.7 FIT AND FINISH: Mitered joints throughout the interior conversion shall have a gap-less, hairline fit. Openings and misalignments at the corners are not acceptable. Misapplied trim to cover manufacturing mistakes is not acceptable solutions to poor design and/or workmanship. Doors shall be warp free. Sliding polycarbonate door assemblies shall be scratch free and all edges shall be smooth and free of saw marks and sharp edges. Cabinet to cabinet joints shall not require more than 7/32" diameter welting to create a finished/well-fit look. Cabinets shall fit tightly against the ceiling without the use of vinyl covered trim pieces to cover the seam between cabinets and ceiling.

Does your bid comply? Yes✓ No_____

13.8 FUNCTION: Doors and drawers shall fit the opening. Flush fitting doors shall have even door to opening spacing around the perimeter. All doors shall open and close bind-free. Drawers shall slide in and out freely, without drag. All drawers shall be mounted on side mounted, full-extension drawer slides, rated at no less than 75 pounds per pair. All hinged wood-core doors shall have positive latches.

Does your bid comply? Yes✓ No_____

13.9 SLIDING POLYCARBONATE DOORS: Polycarbonate shall hereinafter be identified as "Lexan". All interior cabinets requiring the sliding, transparent Lexan door assembly shall have a mitered, anodized aluminum frame. The Lexan shall be a minimum of 3/16 inch thick.

Each door shall be fitted with a full height, extruded aluminum door handle. The door pull extrusion shall also stiffen the ends of the doors. The door track/frame extrusion shall incorporate a flocked natural rubber track insert to prevent the doors from sliding free during transit. All extrusions shall be anodized.

Does your bid comply? Yes✓ No_____

13.9 HINGED ACRYLIC DOORS: All interior cabinets requiring a hinged, transparent Acrylic door assembly shall have a ½" smoked acrylic door installed.

Does your bid comply? Yes_____ No_____

14.0 CABINET CONFIGURATION

14.1 STREET SIDE: As required by the purchaser, either a Full Wall of cabinetry or Cabinetry with inset CPR seat shall be provided on the street side. The cabinets shall be easily accessible over the primary cot. The cabinet configuration and dimensions will be described in the CAD drawings attached to this Specification.

Does your bid comply? Yes_✓_ No_____

14.2 CURB SIDE: A two position squad bench shall be installed. Two sets of EVS V-4 four point belts shall be supplied. The belts shall restrain two seated occupants or one secondary patient, on a back board. All seat belts and anchorages shall comply with F.M.V.S.S. 209 and 210. A progressive foam padded back and head rest shall be supplied for all seated personnel along the squad bench. The cabinet configuration and dimensions shall comply with the drawings attached. Squad bench lid shall utilize gas struts as support when opened and shall have a positive paddle latch to hold the lid in the closed position.

Located in the forward section of the squad bench shall be a separate locking door with a drop in area for sharps and trash containers. Access to these containers shall be through a flip up Lexan lid – red in color and marked with the "BIOHAZARD" symbol.

Does your bid comply? Yes_✓_ No_____

14.3 REAR OVERHEAD CABINET: A cabinet will be installed over the rear doors to provide additional storage the cabinet will have Lexan sliding doors and be configured as shown in the attached CAD drawings.

Does your bid comply? Yes_✓_ No_____

14.4 RIGHT FRONT CABINET: The right front cabinet is hereinafter known as "ALS Cabinet". The ALS cabinet shall be finished in color keyed laminate. There shall be one open, adjustable shelf. Installed in the front of this cabinet will be dual full length wooden doors. All areas in the ALS Cabinet shall be accessible from the exterior of the vehicle which will have a full height locking door.

Does your bid comply? Yes_✓_ No_____

14.5 STREETSIDE WALL CABINETRY: Cabinet "A1" shall be located to the rear of the CPR seat and above the Lifepak action area. The cabinet shall have sliding Lexan doors and shall include 1 adjustable shelf. Cabinet "A" shall be approximately 14.75"H x 36"W x 18"D.

Cabinet "2" shall be located at the rear wall above exterior compartment #3 and below cabinet "A1". Cabinet "A2" shall be approximately 25.5"H x 23"W x 18"D.

Cabinet "C" shall be located above the action area for storage of medical tubing, air ways, and ventilation face masks. This cabinet will hereinafter be described as the "Action Area Overhead cabinet". The Action Area Overhead cabinet shall have the dimensions as shown on the attached CAD drawings. The Action Area Overhead cabinet will include 1 adjustable shelf. Cabinet "C" shall be approximately 14.75"H x 37.75"L x 15"D.

The CPR seat shall be approximately 32"W. The seating area shall be equipped with a hinged lid for access to the storage area below the seat. The seat/lid shall include a 2" cushion approximately 18" x 26" and shall be secured by a TriMark powder coated black, recessed latch. The back wall of the seating area shall include a formed, progressive foam backrest designed for the EVS/V-4 seat belt system to absorb energy in the event of an accident. Unless otherwise specified, an automotive style EVS V-4 harness/belt assembly shall be provided. Under no circumstances will a two point belting system be acceptable.

Does your bid comply? Yes ✓ No_____

14.6 ACTION AREA COUNTERTOP: The countertop surface shall be white laminate. The edge of the action area shall have a lip to prevent items from sliding to the floor. Action areas will be located on both sides of the CPR seat. The action area forward of the CPR seat will hereinafter be called the EMSP Action Area and the action area to the rear of the CPR seat will hereinafter be called the LifePak Action Area. The LifePak Action Area shall be approximately 21.5"W x 20.25"H or as shown on the attached CAD drawings.

Does your bid comply? Yes ✓ No_____

14.7 TECHNICIAN'S SEAT: The Technician's seat shall be steel framed, high back contoured style captain's chair with a 4 point lap/shoulder belt assembly and a **buckle up seatbelt monitor with audible and visual alarm.** The seat shall be color matched to other upholstery within the patient compartment. The seat base shall be a black, powder coated steel box with one side access door, hinged along the bottom. A positive lever style latch shall be installed on the door. The Technician's seat shall be fastened with Grade 8 fasteners through the top of the seat base which is secured with Grade 8 fasteners through the floor and through ¾" aluminum mounting plates welded into the floor structure.

Does your bid comply? Yes ✓ No_____

14.8 PASS-THRU CABINETS: Located in the pass-thru of the module behind the Technician's Seat shall be two additional storage cabinets. These cabinets shall each be designated as general storage. The upper cabinet "D" shall be approximately 23.5"H x 21"W x 17.5"D. The lower cabinet "E" shall be approximately 23.5"H x 21"W x 17.5"D. Cabinet "E" shall include the onboard battery charger, the pre-wire for the inverter and the vacuum pump.

Does your bid comply? Yes ✓ No_____

14.9 OCCUPANT HEAD CLEARANCE ZONES: All designated occupant seating positions in the vehicle described in the Specification shall be in compliance with AMD Standard 025- Measuring Guidelines: Occupant Head Clearance Zones.

Does your bid comply? Yes √ No_____

15.0 UPHOLSTERY

15.1 UPHOLSTERY MATERIALS: All padding and upholstered seating shall be covered in vacuum formed vinyl. Sewn, exposed seams in the seat covers and cushions are not acceptable.

The color shall be selected by the purchaser to coordinate with the laminate selected.

Does your bid comply? Yes √ No_____

15.2 SEAT / BACKREST CORE MATERIAL: The foam shall meet Federal Specification KKK-A-1822F 3.11.4. All seating and trim materials shall meet or exceed FMVSS 302- Flammability of Interior Materials.

Does your bid comply? Yes √ No_____

16.0 INTERIOR HARDWARE

16.1 OVERHEAD ASSIST RAIL: This rail shall be naturally accessible to assist working attendants in maintaining their balance. The rail shall meet or exceed Federal Specification KKK-A-1822F and comply with AMD Standard 008- Patient Compartment Grab Rail Static Load Test. The rail shall be approximately 1.25" diameter, handicap style, brushed stainless steel and 72" long. The rail shall be located over the primary patient.

Does your bid comply? Yes √ No_____

16.2 COT RETENTION DEVICE & PRIMARY COT: Unless otherwise specified, the main cot retention device shall be either a Ferno StatTrac, Stryker Performance Load or Stryker Power Load removable mount located in the center position. The purchaser shall specify the model of cot to be retained by the device. The installed cot retention device shall be in compliance with AMD Standard 004.

Does your bid comply? Yes √ No_____

17.0 OXYGEN, VACUUM SYSTEMS

17.1 MAIN OXYGEN SUPPLY: Accommodation shall be made to carry and secure one (1) M-sized oxygen cylinder. The cylinder and its retention components shall be located in the streetside front exterior compartment as specified in 9.3 of this Specification.

The retention bracket shall be positioned so that the cylinder's main valve and regulator are visible through a Lexan viewing window in the forward end of the EMSP Action Area.

The Oxygen System shall also include a 50 PSI, pre-set Oxygen Regulator.

Does your bid comply? Yes ✓ No_____

17.2 OXYGEN OUTLETS: The oxygen supply system shall be installed in the patient compartment in compliance with KKK-A-1822E. Unless otherwise specified, the system shall consist of three Ohio style oxygen outlets in raised trim rings. Two outlets shall be located on the action wall and one outlet shall be located on the forward end of the curb side wall above the squad bench. This system shall be set up so a change in outlet style is readily made by just removing the front plate, thereby not compromising integrity of the system with field changes.

Does your bid comply? Yes ✓ No_____

17.3 OXYGEN HOSES: All oxygen system service hoses, fittings and devices shall be made of non-ferrous materials. Hoses used to pipe Medical Oxygen shall be ¼" inside diameter with an abrasion resistant, green colored, electrically conductive outer jacket. All hoses shall withstand a system test pressure as prescribed in Federal Specification KKK-A-1822F 4.4.1 and AMD Standard 015- Ambulance Main Oxygen System Test. Each ambulance shall be tested. "Type Testing/Certification" is not acceptable.

Does your bid comply? Yes ✓ No_____

17.4 VACUUM (SUCTION) SYSTEM: A 12-Volt DC electric vacuum pump shall be installed in the lower pass-thru cabinet forward of the Technician's Seat. The pump shall meet performance guidelines set forth by Federal Specification KKK-A-1822F 3.12.2 and AMD Standard 021- Aspirator System Test, Primary Patient. A variable vacuum regulator and gauge panel shall be installed in the action area control panel. The vacuum regulator shall control the vacuum pressure delivered to a Rico RS-4X collection system with a disposable collection canister. The Vacuum gauge shall not be mounted on the collection canister but on the Action Area wall and be hard-plumbed to the electric vacuum pump. Each ambulance shall be tested. "Type Testing/Certification" is not acceptable.

Does your bid comply? Yes ✓ No_____

18.0 ELECTRICAL SYSTEM – 12-Volt Direct Current

The 12 VDC Electrical system installed in this vehicle must comply with AMD Standard 005- 12-Volt DC Electrical System Test. This electrical System shall be covered under the manufacturer's Warranty for a period of 72 months (6 yrs.) or 72,000 miles which ever shall occur first.

18.1 BODY GROUNDING: A minimum of (2) two 2" wide braided ground straps shall be bolted through the chassis frame and the floor structure of the modular body. The bolts shall be 3/8" diameter. A flat washer shall be provided under the head of the bolt, over the strap lug and an internal tooth lock washer shall be installed under the lug to preclude loosening. Chassis frames with asphalt/wax coating or E-coating shall have grounding sites prepared by lightly grinding or sanding the coating away to reveal raw metal.

Does your bid comply? Yes ✓ No_____

18.2 GENERAL GROUNDS: To comply with federal specification KKK-A-1822F 3.7.12 plus enhance ground quality and reduce trouble shooting time, all devices wired within the ambulance conversion shall be centrally grounded on a ground bar located in the Electrical Cabinet. The ground bar is grounded to the chassis frame by a 2AWG cable and attached in the same manner as the braided body ground cables. Each device shall have a separate ground wire routed to a central buss bar then grounded via fine strand cable to the module body.

Does your bid comply? Yes ✓ No_____

183 12 VOLT WIRE: All wires within the ambulance harnesses shall meet Federal Specification KKK-A-1822F 3.7.2 and 3.7.2.1 and. All wire insulation shall be GXL cross-linked polyethylene.

Permanent wire identification and wire function shall be stamped on 4" centers along the full length of the wire. Wire conductors shall be stranded copper. Single strand copper conductors are not acceptable due to vibration concerns and stiffness which promotes loosening of the terminals.

Does your bid comply? Yes ✓ No_____

184 WIRE PROTECTION: All wire within the conversion shall be protected and run in split convoluted loom with a melting temperature of 300 degrees Fahrenheit. All wire harnesses shall be clamped and routed to eliminate possibility of damage due to cut/chaffed wire. Grommets made of rubber or plastic shall be used where harnesses pass through metal or wood. Large holes and irregular shaped wire passages shall use automotive edge trim to protect the wire conduit/loom. Wire harnesses shall be neatly clamped into protective routing areas away from heat sources, unfriendly edges or moving devices.

Does your bid comply? Yes ✓ No_____

185 CIRCUIT BREAKERS: All conversion 12VDC circuits shall be protected by non-proprietary, manual reset, circuit breakers. The trip value for the breaker shall not exceed 80% of the amperage rating of the weakest component in the circuit. Branch circuit wire sizes shall be rated 125% of the expected load per KKK-A-1822F 3.7.2.1.

Does your bid comply? Yes ✓ No_____

18.6 12 VOLT DC OUTLETS: Two 12 Volt DC, 20 Ampere, cigarette style outlets shall be supplied; one (1) in the action area and one (1) in the ALS compartment. Each outlet shall be separately protected and shall be electrically isolated from other electrical functions on the vehicle. The outlets shall be wired per Federal Specification KKK-A-1822F 3.7.7.3.

Does your bid comply? Yes ✓ No_____

19.0 ELECTRICAL SYSTEM- 125 VOLT Alternating Current

19.1 The 125 VAC Electrical System described in this Specification shall comply with AMD Standard 009- 125-Volt AC Electrical Systems Test. This electrical System shall be covered under the manufacturer's Warranty for a period of 72 months (6 yrs.) or 72,000 miles which ever shall occur first.

19.2 PRIMARY SHORELINE INLET: The 110V electrical system shall be furnished with a 125VAC 20 amp straight blade shore power inlet incorporating a male plug and shall be located on the street side of the module aft of the #1 compartment and above the #2 compartment. The inlet shall have a spring-loaded, weather proof cover. The circuit shall be ground fault and circuit breaker protected incorporating a toggle switch control (GFI) with a UL approved QO type single phase load center located behind the driver seat in the cab. All 125VAC wiring shall be 12 gauge. All 125 volt AC wiring connections shall be made in UL approved junction boxes. A battery charger pigtail with female plug will be routed to the battery charger prewire area.

A permanent, aluminized vinyl label, stating voltage and amperage shall be located above the inlet in compliance with KKK-A-1822F 3.7.8, 3.7.8.1.

Does your bid comply? Yes ✓ No_____

19.3 INVERTER PRE-WIRE: The vehicle shall include a complete pre-wire for a 1200 watt maximum 'UL' listed inverter with internal transfer relay and battery conditioner. The pre-wire shall include a wired connection to the shoreline inlet and output wiring to all 125 Volt AC outlets provided in the vehicle. There shall be a single on/off switch located on the rear action panel. This pre-wiring shall be in accordance to KKK-A-1822F 3.7.8.3 and Section 250-6 (Portable and Vehicle Mounted Generators) of the National Electrical Code (NEC).

Does your bid comply? Yes ✓ No_____

19.4 BATTERY CHARGER: To provide protection for the vehicle's battery system a 12 VDC, 45-amp battery charger shall be installed in the lower pass-thru cabinet and wired to the vehicle battery system and to the 125 VAC shoreline power system.

Does your bid comply? Yes ✓ No_____

19.5 125 OUTLET No.1: A 125 Volt, Hospital grade, Straight blade outlet shall be provided on the wall of the main Action Area. The outlet must be grounded and protected by a G.F.I. (Ground Fault Interrupter) Breaker. The outlet must illuminate a green indicator light when power is applied to the outlet.

Does your bid comply? Yes✓ No_____

19.6 125 OUTLET No. 2: A 125 Volt, Hospital grade, Straight blade outlet shall be provided in the ALS cabinet. The outlet shall be grounded and protected by a G.F.I. (Ground Fault Interrupter) Breaker. The outlet must illuminate a green indicator light when power is applied to the outlet.

Does your bid comply? Yes✓ No_____

19.7 125 OUTLET No. 3: A 125 Volt, Hospital grade, Straight blade outlet shall be provided in the Lifepak Action Area if so configured. The outlet shall be grounded and protected by a G.F.I. (Ground Fault Interrupter) Breaker. The outlet must illuminate a green indicator light when power is applied to the outlet.

Does your bid comply? Yes✓ No_____

20.0 ENVIRONMENTAL

20.1 REAR AIR CONDITIONING: The design of the environmental system is to provide optimal air flow and distribution of conditioned air to the module interior. Conditioned air shall be discharged from one vent area and shall be distributed through five vents evenly spaced across the face of the upper section of the ALS cabinet. The module shall have an additional, self-contained A/C evaporator unit complete with dual blower, motor driven, high output fans. The fans shall be three speeds and shall contain a 720 CFM fan. The A/C unit shall also incorporate a hot water heater core for heat and an inline 12VDC booster pump to improve hot water flow at low idle operation. All heater hoses shall be 3/4 inch QVM approved Nomex for improved circulation. Hot water flow shall be controlled by one (1) vacuum actuated inline water valves. All A/C fittings shall be ferruled, banded, or snap ring type. Clamps will not be acceptable.

The valves shall operate with the heater/defrost controls. The unit shall be rated at least 32,000 British Thermal Units (BTU) in A/C Mode and 36,000 BTU in Heater Mode. The Vehicle A/C – Heater system must meet or exceed federal specification KKK-A-1822F 3.13.1 thru 3.13.3 and must be compliant with AMD Standards 011- Equipment Temperature Test, 012- Interior Climate Control Test.

Does your bid comply? Yes✓ No_____

202 REAR AC CONTROLS: A three-way ON/OFF switch shall be located in the action area and the cab console. The aforementioned switches will not control fan speed, but indicate the selection of Heat/Off/Cool. A separate three-speed fan speed control

switch shall be located in the action area control panel. Temperature settings shall be controlled by a simple rheostat control mounted on the Action Area switch panel.

Does your bid comply? Yes_✓_ No_____

203 HVAC SYSTEM INSTALLATION & WARRANTY: The auxiliary heating and air conditioning system shall be installed in the ambulance at the ambulance manufacturer's facilities by technicians employed by the manufacturer of the HVAC equipment. Said technicians shall document the installation on forms provided by the HVAC manufacturer and on forms required by the ambulance manufacturer. Warranty on the installation of, and the equipment content and performance of the equipment, shall be the sole responsibility of the HVAC manufacturer.

Does your bid comply? Yes_✓_ No_____

21.0 CONSOLES, SWITCH PANELS

21.1 CAB CONSOLE: The driver's control console shall be ergonomically designed, powder coated aluminum console. The console shall be designed in a 3D program, CNC cut, formed and welded to provide a controlled, repeatable process to fit in the area rear of the OEM dash and between the driver and passenger seats. Edges shall be rounded so there are "NO" sharp and/or other unfriendly corners. The body of the console shall be color black. The console shall be removed for maintenance and service. The console shall include an electronic siren and a contoured switch panel.

The siren control head and contoured switch panel shall be within easy reach of the passenger and driver.

Does your bid comply? Yes_✓_ No_____

21.2 SWITCH PANEL, CAB CONSOLE: A switch panel made from a thick, translucent, acrylic sheet shall be installed on the outboard wall of the Action Area. The panel shall be coated with a black colored, rigid plastic film which evenly disperses label and indicator illumination. All switches and controls shall have back lighted legends indication function and status. The Switch Panel shall have the following minimum controls and indicators:

1. Compartment Open indicator/Do not move
2. Battery On indicator
3. Door Open indicator/Do not move
4. MASTER Emergency Switch, red bezel
5. Primary Secondary Mode Switch
6. Siren/Horn Switch
7. Left Flood Switch
8. Rear Flood Switch
9. Right Flood Switch
10. Back-Up Alarm Switch
11. Master Module Disconnect
12. Digital Volt/Amp Meter

Does your bid comply? Yes_✓_ No_____

21.3 SWITCH PANEL, ACTION AREA: A switch panel made from a thick, translucent, acrylic sheet shall be installed on the outboard wall of the Action Area. The

panel shall be coated with a black colored, rigid plastic film which evenly disperses label and indicator illumination. All switches and controls shall have back lighted legends indication function and status. The Switch Panel shall have the following minimum controls and indicators:

1. Dome Lights, Cot Switch
2. Dome Lights, Bench Switch (Hi/Lo)
3. Vacuum System Switch, red bezel
4. Exhaust Vent Switch
5. Inverter (optional)
6. AC/Heat Selector Switch
7. AC/Heat Fan Switch
8. Spare Switch
9. Spare Switch
10. Thermostat

Does your bid comply? Yes ✓ No_____

22.0 VISUAL CONSPICUITY - EXTERIOR LIGHTING

22.1 WARNING LIGHTS: The warning light system shall meet or exceed KKK-A-1822F as demonstrated with the documentation provided by the lighting manufacturer. Unless otherwise specified, the warning lights shall be configured like, and flash in compliance with, KKK-A-1822F 3.8.2.1, and Table 1.

22.2 DUAL MODE FLASHERS: A dual mode Primary/Secondary flasher shall be provided for the vehicle emergency warning light system as required in KKK-A-1822F. Lights shall be configured as depicted in the attached drawings and as described below:

22.2.1 FRONT WALL: The front wall shall be configured with seven Whelen 900 Series LED warning lights mounted on the front of the body. These halogen lights shall be configured RED/WHITE/RED/WHITE/RED/WHITE/RED on the upper front wall. These lights shall be wired to flash in primary/secondary modes as required. The lenses shall be clear.

22.2.2 WARNING LIGHTS- DRIVER SIDE: There shall be (2) Whelen 900 Series Red LED warning lights mounted on the driver side of the module. (1) In the upper forward and (1) in the upper rearward corners of the module. The lenses shall be clear.

22.2.3 WARNING LIGHTS- PASSENGER SIDE: There shall be (2) Whelen 900 Series Red LED warning lights mounted on the passenger side of the module. (1) In the upper forward and (1) in the upper rearward corners of the module. The lenses shall be clear.

22.2.4 WARNING LIGHTS– REAR: The ambulance shall be equipped with (2) Whelen 900 Series Red LED warning lights positioned on the rear upper outboard corners and (1) Whelen 600 Series Amber LED warning light centered above the rear entry doors. The LEDs shall be configured as follows: Red/ /Amber/ /Red. The lenses shall be clear.

22.2.5 REAR MID-BODY WARNING LIGHTS: This unit shall be equipped with (2) Whelen 900 Series Red LED warning lights mounted on the rear of the module set to show through the rear door windows when the rear doors are open. These

LED lights shall be wired to function as brake lights when not in emergency mode. The lenses shall be clear.

22.2.6 GRILLE LIGHTS: This unit shall be equipped with (2) Whelen LINZ6R Series Red Super LED warning lights mounted on the upper chrome cross bar of the OEM grille in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F. These LEDs shall function in the primary mode only. The lenses shall be clear.

22.2.7 INTERSECTION LIGHTS – CAB: This unit shall be equipped with (2) Whelen LINZ6 Series Red LED warning lights mounted in the forward area of the chassis front fenders in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F. These warning lights shall function in the primary mode only. The lenses shall be red.

Does your bid comply? Yes ✓ No_____

22.3 TAIL LIGHTS: Tail light configuration shall be Whelen 600 Series LED Tail/Brake, Turn Signals and Back-up Lights installed w/ chromed bezels. These lights shall be stacked vertically above the diamond plate rear kick plate in the order presented above.

Does your bid comply? Yes ✓ No_____

22.4 I.C.C. LIGHTS: 3/4" round LED clearance lights shall be provided per FMVSS and D.O.T. Standards. The lights shall indicate the height and width of the vehicle and define the vehicle centerline. These lights will be mounted on the uppermost margins of the front and rear body. The lights shall be mounted in rubber grommets and the mounting location for each light shall be prepared prior to the paint process to reduce the possibility of paint break and resulting corrosion. Drilling or tapping through a painted body shall not be acceptable. There shall be five (5) amber clearance lights (Optronics LED model MCL11CAB) forward facing and five (5) red clearance lights (Optronics LED model MCL11CRB) rear facing. Additionally there shall be two (2) matching amber D.O.T. marker/directional lights mounted one (1) each side of the module on the rear corner extrusions and two (2) matching red D.O.T. marker lights mounted one (1) each side of the module on the rear corner extrusions. The D.O.T. market lights shall be located approximately 48" above ground level.

Does your bid comply? Yes ✓ No_____

22.5 LICENSE PLATE LIGHT: The license plate holder shall be a cast aluminum housing that is near flush mounted on the rear of the module. The housing shall be mounted in the lower diamond plate kick panel below the street side B/T/T lighting. There shall be two (2) LED lights installed to provide illumination to the license plate with the chassis park light circuit on.

Does your bid comply? Yes ✓ No_____

22.6 SCENE LIGHTS: Two Whelen 900 series scene lights shall be provided on each side of the module. The curbside lights shall come on when the curbside entry door is opened.

The streetside and curbside scene lights may be turned ON/OFF with (2) two separate, right and left scene rocker switches located on the cab console switch panel. There will be a momentary disconnect switch located at the side entry door for disabling the scene lights during the daylight hours.

Does your bid comply? Yes✓ No_____

22.7 LOAD LIGHTS: Two Whelen 600 series halogen load lights shall illuminate the rear of the module. Both rear lights shall come on with the opening of the leading rear access door. These rear load lights will also activate when the vehicle transmission is placed in reverse or when the rear load switch in the cab console switch panel is activated. There will be a momentary disconnect switch located on the wall at the curb side rear entry door for disabling the load lights during the daylight hours.

Does your bid comply? Yes✓ No_____

22.8 PERIMETER LIGHTING CERTIFICATION: To assure that the exterior work lighting is adequate to perform EMS functions in a variety of settings which may require exterior illumination, the Scene and Load lights installed on this vehicle shall comply with AMD Standard 024- Perimeter Illumination Test.

Does your bid comply? Yes✓ No_____

22.9 SPOT LIGHT: A hand held 400,000 candle power, blue-eye spot light shall be provided in the cab. A chromed hook with spring retainer shall be included to stow the light.

Does your bid comply? Yes✓ No_____

22.10 COMPARTMENT LIGHTING: The compartments shall be illuminated with Optronics ILL36CB LED Compartment lights. The lights shall function each time the compartment door is opened and extinguish when the door is closed. The lights shall be located: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6.

Does your bid comply? Yes✓ No_____

23.0 AUDIBLE CONSPICUITY

23.1 ELECTRONIC SIREN: The ambulance shall be equipped with an ignition powered Whelen 295SLSA1 200 watt siren mounted in the engine cover console.

23.2 Buckle Up seatbelt monitor system in patient compartment with audible and visual alarms for the driver

There shall be a set of CPI polished cast aluminum 100 watt speakers mounted through the bumper on the outboard ends. The siren speakers shall not block air-flow into the grille per the OEM chassis manufacturer's guidelines. The siren and speakers shall meet or exceed KKK-A-1822F 3.14.4 and be compliant with AMD Standard 023- Siren Performance Test and AMD Standard 006- Patient Compartment Sound Level Test.

Does your bid comply? Yes✓ No_____

23.3 BACK UP ALARM: The apparatus shall include a minimum 97 decibel back up alarm device. The alarm shall be automatically activated by shifting the vehicle transmission into reverse. The backup alarm shall include a rocker type cut-off switch located in the cab console Switch Panel. The alarm device shall be provided as required in KKK-A-1822F 3.15.2 and shall be compliant with SAE Standard J994.

Does your bid comply? Yes✓ No_____

24.0 INTERIOR LIGHTING

24.1 ACTION AREA LIGHTING: A 12-volt LED light shall be provided directly over the forward, street side work surface. A near flush, 18 inch type fixture shall be provided. The light shall have an on-off rocker switch on the body of the light housing.

Does your bid comply? Yes✓ No_____

24.2 STEPWELL ILLUMINATION: A 12 VDC LED light shall illuminate the curbside stepwell per Federal Specification KKK-A-1822F 3.10.12.

Does your bid comply? Yes✓ No_____

24.3 PATIENT COMPARTMENT DOME LIGHTS: The patient compartment shall have eight 8" dual intensity halogen dome lights in the ceiling. The lights shall be arranged in two longitudinal rows of (4) lights each. The streetside row shall provide light directly over the patient; the curbside row shall provide light directly over the aisle and squad bench. The four curbside lights shall be activated when the side or rear module entrance doors are opened on a five minute timer circuit. The dome lights and configuration shall meet KKK-A-1822F 3.8.4, 3.8.4.1 and be compliant with AMD Standard 016- Patient Compartment Lighting Level Test.

Does your bid comply? Yes✓ No_____

24.4 CHECK-OUT TIMER: A 5 minute check-out timer shall activate by opening the rear or side entry door when the battery switch is off. The curbside bank of dome lights shall turn on in the "high" mode. Following the first 5-minute cycle the lights will deactivate. The cycle can be reactivated by closing, then re-opening the side or rear entry door.

Does your bid comply? Yes✓ No_____

25.0 COMMUNICATIONS EQUIPMENT

25.1 COMMUNICATIONS RADIO ANTENNA PRE-COAX: The vehicle shall be equipped with two (2) RG58-U coaxial cables with termination location to be determined by the purchaser. A 12VDC power and ground lead shall also be provide for each coaxial cable. There shall be an 18" service loop at the starting point and a 36" termination loop. The radio power wires shall originate in the power distribution area and will be labeled appropriately for future installation by a radio technician.

Does your bid comply? Yes ✓ No_____

26.0 PAINT, LETTERING, DECALS, MISCELLANEOUS

26.1 100% PAINTFILM COVERAGE: All stages of primer and paint shall cover all weather-exposed surfaces. Hinge mating surfaces on the doors and jambs shall be painted. Bare aluminum and primer-only preparation is not acceptable under door hinges. Doors shall be painted without actuation handles installed. All body cutouts for emergency lighting, shoreline receptacle, etc., shall be cut prior to initiating the prime/paint process to assure complete coverage of all exposed, raw metal.

All of the module entry and compartment doors shall be removed prior to painting and be painted separately, at the same time and identically to the module process to insure complete coverage and electrolysis protection between the stainless steel hinge and the aluminum door and frame surfaces.

To reduce the risk of breaking paint and to provide a for a more consistently robust paint application, all light holes, the license plate bracket hole, gas filler bracket hole, all door window and handle holes and exhaust fan and any other option required mounting holes shall be cut in the module prior to beginning the paint process. Intersection light holes shall be cut in the chassis fenders and cut out must be coated with a corrosion resistant material to comply with Ford QVM requirements to prevent oxidation and rusting of the OEM metal surface.

The manufacturer's standard paint process shall provide that all surface body welds and imperfections be ground flush and body filled as needed to provide a smooth even surface that facilitates a flat smooth paint finish.

The entire exterior surface of the module shall be sanded with an air powered DA sander and a minimum 150 grit sand paper and then the module shall be washed with DX-330 cleaner/degreaser to remove any metal, oil or contaminant residue prior to the application of the seam seal process.

All exterior body seams shall be sealed with 3M panel bond/seam sealer to provide a smooth application environment for the prime and paint processes and to prevent future contamination, oxidation and corrosion.

The entire exterior surface of the module shall be coated with a primary coat of PPG "Delfleet" etch-coat primer, flash dried and then coated with a high performance PPG

"Delfleet" primer sealer and baked to dry. The primer sealer coat shall be sanded to a flat smooth finish to eliminate all nibs and imperfections, inspected and etch primer/sealer applied where necessary and washed with DX330 to provide a clean, smooth surface prior to the application of the base coat application.

The entire exterior surface of the module shall be coated with an application of PPG "Delfleet" color mixed base coat. The base coat shall be baked to dry and inspected for imperfections. Minor surface repairs shall be utilized to provide a smooth surface prior to the application of the clear coat material. The entire exterior surface of the module shall be coated with an application of a PPG - "Delfleet" clear coat finish that will provide a robust, durable finish. The clear coat finish shall be baked per PPG "Delfleet" process instructions prior to the finished surface process application.
After the clear coat process is completed, the entire exterior surface of the module shall then be sanded with a minimum 1200 grit sand paper and then buffed using 3M Perfect-It III buffing compound to provide a clean, high gloss final surface finish.

Without exception, the manufacturer shall monitor the entire application process. The inspection process shall provide mil-thickness measurements at numerous random locations across the body to insure that the total paint process shall provide a minimum of 5 mils dry build, without runs or sags, after the completion of the final sand and buff process.

Does your bid comply? Yes ✓ No_____

26.2 PAINT AND COLORS: Unless otherwise specified, the module shall be painted white to match chassis. All chassis and/or body paint, other than standard white, shall be specified by the purchaser. All striping and/or lettering, in addition to any "Ambulance" and "Star-of-Life" decals shall be specified by the purchaser. Any painting performed by the manufacturer, of the body and/or chassis, shall be covered under warranty for a period of not less than four (4) years / forty eight (48) months, and shall be sanctioned by the paint manufacturer.

Does your bid comply? Yes ✓ No_____

26.3 LETTERING & DECALS: Federal Specification KKK-A-1822F, "Star-of-Life" and "Ambulance" lettering shall be Optional.
The following labels shall be provided as standard.

Maximum load capacity in all compartments and cabinets
GVWR and Height (mounted in cab)
Notice: This vehicle Equipped with 12VDC charging System (Mounted in cab)
'Shore Inlet 125VAC 60 HZ"
'125VAC Outlet'
'12VDC Outlet'
'Diesel Only' or 'Gasoline Only' (per chassis requirements)
'No Smoking/Oxygen Equipped'
(2) 'Fasten Seat Belt' signs provided: (1) located in the cab and (1) in the module.

Does your bid comply? Yes ✓ No_____

26.4 REFLECTIVE STRIPING: In compliance with NFPA 1917 rear of the module will have 6" wide reflective chevrons that cover no less than 50% of the area. Sides of module and cab will meet or exceed NFPA 1917 requirements with no less than a 6" wide reflective stripe

26.5 FIRE EXTINGUISHERS: In compliance with the Federal Specification KKK-A-1822F, there shall be two (2) 5lb. ABC rated fire extinguishers with mounting brackets. These extinguishers shall be shipped loose with the completed ambulance for installation by this agency.

Does your bid comply? Yes ✓ No_____

27 REFERENCES AND STANDARDS

27.1 MANUALS

A Medix Owner's Manual copied onto a CD along with the OEM chassis manufacturers supplied items shall be provided with each vehicle. The information on the disc consists of the following items:

1. Chassis Warranty Card & Owner's Information
2. Chassis Maintenance and Operating Tips
3. Extra Set of Keys
4. 15 Year Module Warranty
5. 1 Year/12,000 mile Conversion Warranty
6. 6 Year/72,000 mile Electrical Warranty
7. 4 Year Paint Warranty
8. Care and Maintenance Instruction
9. Heater/AC Information & Warranty
10. OEM Chassis Manual
11. Schematics for Standard Systems:
    - Charging System
    - Power Distribution
    - Front Switch Panel
    - Rear Switch Panel
    - Climate Control System
    - OEM Drawings
    - Wire Harness list
    - Circuit Diagrams for all Systems
12. Conversion Component Information
13. Operations Manual
14. Warranty and Parts List - Siren, Etc.

Does your bid comply? Yes ✓ No_____

27.2 VEHICLE DRAWINGS

The following drawing views shall be provided:

1. Street side Exterior Detail

2. Curbside Exterior Detail
3. Front & Rear Exterior Detail
4. Street side Interior Detail
5. Curbside Interior Detail

6. Front & Rear Interior Detail
7. Overhead Floor Detail
8. Overhead Ceiling Detail

Does your bid comply? Yes ✓ No_____

k) Request for Approval of Procurement of Two Ambulances Using Houston-Galveston Area Council (HGAC) Sole Source Agreement in the Total Amount of $276,128 for the Fire Department; Southwest Ambulance Sales. (Greg Cliburn, Medical Officer, Fire Department, gbcliburn@santafenm.gov, 955-3123)

l) Request for Approval to Accept Fiscal Year 19 Fire Protection Grant Fund Award in the Amount of $100,000, to Purchase 45 P-25 Capable Mobile Radios Using NM State Price Agreement #70-000-16-00014AJ; Motorola Inc. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

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

m) Request for Approval of Cooperative Pricing Agreement for Procurement Services for Local Public Bodies; Houston-Galveston Area Council (HGAC). (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

n) Request for Approval of Cooperative Pricing Agreement for Procurement Services for Local Public Bodies; FireRescue GPO. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

o) Request for Approval of Memorandum of Agreement No. 2019-0179-RECC/BT in the Total Amount of $1,743,999.99, for the Public Safety Radio Communications System Solutions Project between Santa Fe County and the City of Santa Fe; Santa Fe County. The City's Portion for the Project is $1,157,170.99. (Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 955-3112)

p) Request for Approval of Procurement of One (1) 2019 Chevrolet Tahoe and One (1) 2019 Chevrolet Silverado 1500 in the Amount of $76,182, Using NM State Price Agreement 70-000-16-00002, for the City of Santa Fe Fire Department; Melloy Chevrolet in Los Lunas. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

q) CONSIDERATION OF RESOLUTION NO. 2019-13. (Mayor Webber)
A Resolution Ratifying Submittal of an Application to the New Mexico Finance Authority for Refinancing of Subordinate Lien Gross Receipts Tax Revenue Bonds, Series 2009 – Santa Fe University of Art and Design. (Brad Fluetsch, Financial Planning & Reporting Manager, bjfluetsch@santafenm.gov, 955-6885)

(r) This item was pulled for discussion by Councilor Vigil Coppler and Councilor Villarreal.

Signature: Kyra Ochoa
Kyra Ochoa (Nov 3, 2021 08:55 MDT)

Email: krochoa@santafenm.gov

Signature: Andy Hopkins
Andy Hopkins (Nov 3, 2021 11:08 MDT)

Email: ajhopkins@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of Procurement of One Ambulance Using Houston-Galveston Area Council (HGAC) Cooperative Agreement in the TotalAmount of $153,555.00 for the Fire Department; Southwest AmbulanceSales. (Brian Moya, Assist. Chief, Fire Department, bjmoya@santafenm.gov, 505-955-3111 / Sten Johnson, Health & Safety Officer, Fire Department, sajohnson@santafenm.gov, 505-467-9799)

Committee Review:
Finance Committee – 11/29/2021
Quality of Life Committee – 12/01/2021
Governing Body – 12/08/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **October 21, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** tm (Oct 25, 2021 10:43 MDT) for RW
Sam Burnett, Facilities Division Director JSB

FROM: **John Dillon, Project Administrator Facilities Division**

ITEM AND ISSUE:

1) Request for the Approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation in the Amount of $115,776.39 including NMGRT for Design/Build services for the design and construction of a new restroom facility that will be located at the Water Street parking lot; John Dillon jcdillon@santafenm.gov , 505-955-5936

2) Request for the approval of a BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction for the Water Street Restroom project, as approved at the CIAC on 11/17/2020 Item 6B; John Dillon jcdillon@santafenm.gov , 505-955-5936

3) Request for the approval of a BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom project; John Dillon jcdillon@santafenm.gov , 505-955-5936

BACKGROUND AND SUMMARY:

The Downtown Restroom Facilities are currently under construction. During the demolition of the old restrooms and site preparation for the construction of the new facility an old building that had been demolished and buried on site was found. This required required engineering evaluation, removal of the buried rubble, and its replacement with engineered fill. This change order includes the additional scope, cost and time for this additional work; as well as other design improvements that improve maintainability and aesthetics of the facility. The project cost for design and build is $1,105,276.39 and is now scheduled to be complete in February 2022.

Impact Fees have already been approved for this project as part of original funding and the BAR moving those funds into this projects account is now being completed. Funding for the additional scope outlined above will be BARd from 1/2% GRT for infrastructure.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) #90-000-29-00057 which expires on July 30, 2024.

CONTRACT NUMBER:

The Munis contract number is 3201872.

FUNDING SOURCE:

Fund Name/Number: FA 183200B
Munis Org Name/Number: 3209980
Munis Object Name/Number: 572960 Design and Construction

ACTION REQUESTED:

1) Please approve this amendment #2 with FacilityBuild, Inc. in the amount of $115,776.39 including applicable New Mexico Gross Receipts Tax (8.4375%).

2) Please approve the BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction as approved at the CIAC on 11/17/2020, Item 6B.

3) Please approve BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction

ATTACHMENTS:

Amendment #2
Original Contract #20-0263
Exhibit A – Base Bid
Exhibit B – Change Order #1
State Price Agreement #90-000-29-00057
FacilityBuild's City Business License
FacilityBuild's Certificate of Insurance
Procurement Checklist
Summary of Contracts
CIAC BAR
1/2% GRT BAR

Signature: J Samuel Burnett
J Samuel Burnett (Oct 25, 2021 10:33 MDT)

Email: jsburnett@santafenm.gov

Item#_____
Munis Contract#3201958

CITY OF SANTA FE
AMENDMENT No. 1
Design/Build Services for a Downtown Restroom Facility
AGREEMENT #20-0263

This AMENDMENT No. #1 (the "Amendment") amends the CITY OF SANTA FE and FacilityBuild LLC AGREEMENT June 10, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and FacilityBuild Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the all-inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe.

B. Pursuant to Article #8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 2 of the Agreement is amended to include “Exhibit B” attached hereto and made a part thereof from FacilityBuild, Inc, so that Article 1 reads as follows:

The Contractor shall perform all-inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe, procured via State Price Agreement #90-000-19-00057. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds,

insurance, permits and more particularly described in "Exhibit A" (Base Bid), and "Exhibit B" (Change Order #1), from FacilityBuild, Inc attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $471,276.39 so that Article 3, paragraph A reads in its entirety as follows:

Deliverable Item:	Price:
01 Design Build Services	$829,971.18
02 Change Order #1	$106,767.85

The total compensation under this Agreement shall not exceed **$1,015,776.39** including applicable NMGRT (8.4375%)

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____

ALAN WEBBER,
MAYOR

DATE:_____

CONTRACTOR:

_____

CAMERON KILCUP
PRESIDENT FACILITYBUILD, INC

DATE: 10/29/21

CRS# 02-947637-00-2
Registration # 20-00110356

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 6, 2021 15:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

3209980 / 572970
Organization & Object

FacilityBUILD DESIGN · BUILD · ON-CALL EXHIBIT A

CONSTRUCTION Re-Design PROPOSAL based upon the 30% Construction Drawings

Date: 11/3/2020 RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH***
Procurement Contract: *State Pricing Agreement (SPA)*
Email address: MRRODRIGUEZ1@SANTAFENM.GOV
Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*
Plans and specifications provided by: *Lloyd & Associates Architects*

Scope of Work:

After review of the plans by Lloyd & Associates Architects Dated 1/15/2020, Sheets HG001, HAD01, HAS01, HA101, HA102, HA201 and we have determined the construction cost will exceed the budget of $544,500 plus tax. To get into budget FacilityBUILD Inc. will need to redesign the project utilizing the drawings provided as a basis of design and as noted below;

Includes:

1) *The new design by FacilityBUILD Inc. will encompass as needed; design, construction, prevailing wages; performance and payment bonds; insurance; and permits.* ***2)*** *Revised plans will be developed as requested/directed by the owner. If owner's requested revisions exceed the agreed upon and not to exceed price further revisions in the scope of work (plan development) will be required prior to owner and contractor final agreement.* ***3)*** *Final design and construction cost will need be mutually agreed upon prior to proceeding to permit.*

Clarifications:

Final cost to be based upon final construction documents.
Lloyd & Associate services will not be part of the updated re-design.
The redesigned project will target the budget of $544,500.00 plus tax, which is a reduction in scope of about 30%.
No soils report was provided, one may be required to complete the design.
All items on the reference drawings are subject to revision, modification or elimination from the new scope of work.
In the event this project falls under Historical guidelines the designs may need historical society review and approval.
In the event the parties are unable to come to an agreement FacilityBUILD will be reimbursed for cost incurred, not to exceed 5% of the final construction cost.
All revisions in scope of work will be subject to the owners review and approval.

		Re-design & Construction Cost Not to Exceed	**$829,971.18**
NM GRT @	City of Santa Fe	*8.4375%*	**$70,028.82**
		TOTAL	**$900,000.00**

FacilityBUILD's Authorized Signature: *Renier Long* *rlong@facilitybuild.com* *date* 11/3/2020

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

FacilityBUILD DESIGN · BUILD · ON-CALL

EXHBIT B

CONSTRUCTION PROPOSAL

Date: 9/30/2021

RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1***

Procurement Contract: ***State Pricing Agreement***

Email address: MRRODRIGUEZ1@SANTAFENM.GOV

Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*

Plans and specifications provided by: *FacilityBUILD*

Scope of Work: CO # 1

Per up-dated permitted plans by FacilityBUILD Dated 7/15/2021, Sheets G1.0, A1.0, A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A1.8, A1.9, A1.10, A1.11, A2.1, A2.2, A2.3, and A2.4 to include;
Added asphalt demo and patch for electrical transformer, additional scope for ramp, nicho, CMU footings and EFIS, door frames and hardware, revised windows and storefront, revised ceramic tile, revised toilet partitions and accessories, revised plumbing, added 3 electrical outlets, Nicho circuit and hand dryer circuit, excavation and removal of exisitng trash/debris, concrete building slab and footings, place and compact soil to meet elevations, provide and install 8' FRP and trim.

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, - Unless specifically excluded in the scope of work:

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

			$106,767.85
NM GRT @	City of Santa Fe	*8.4375%*	$9,008.54
		TOTAL	**$115,776.39**

FacilityBUILD's Authorized Signature: _____ *date* 9-30-2021

Robert Pino *rpino@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

ITEM # 20-0263

City of Santa Fe Contract
Design/Build Services for a Downtown Restroom Facility for the City of Santa Fe

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **FacilityBuild, Inc** 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 **FacilityBuild, 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 all inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds, insurance, permits and more particularly described in "Exhibit A" attached hereto and made a part thereof from **FacilityBuild, Inc**. This work is being procured via State Price Agreement #90-000-19-00057.

3. **Compensation**

The City shall pay to the Contractor in an amount that shall not exceed $544,500.00 including applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 Design/Build Services		$502,132.57

The total compensation under this Agreement shall not exceed **$544,500.00 including applicable NMGRT (8.4375%).**

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 6/30/2022. This Agreement shall 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:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any

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

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. **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.

42. **Notification**

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

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
Cameron Kilcup
President FacilityBuild, Inc
camkilcup@facilitybuild.com
505-828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

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

43. **Succession**

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

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
CITY MAYOR

DATE: 6/16/2020

CONTRACTOR:

CAMERON KILCUP
PRESIDENT FACILITY BUILD, INC

DATE: 6/11/2020

CRS# 02-947637-00-2

Registration # 20-00110356

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK GB 6/10/20

CITY ATTORNEY'S OFFICE:

4/24/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item:

FacilityBUILD DESIGN · BUILD · ON-CALL EXHIBIT A

CONSTRUCTION Re-Design PROPOSAL based upon the 30% Construction Drawings

Date: 11/3/2020 RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH***
Procurement Contract: *State Pricing Agreement (SPA)*
Email address: MRRODRIGUEZ1@SANTAFENM.GOV
Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*
Plans and specifications provided by: *Lloyd & Associates Architects*

Scope of Work:

After review of the plans by Lloyd & Associates Architects Dated 1/15/2020, Sheets HG001, HAD01, HAS01, HA101, HA102, HA201 and we have determined the construction cost will exceed the budget of $544,500 plus tax. To get into budget FacilityBUILD Inc. will need to redesign the project utilizing the drawings provided as a basis of design and as noted below;

Includes:

1) *The new design by FacilityBUILD Inc. will encompass as needed; design, construction, prevailing wages; performance and payment bonds; insurance; and permits.* ***2)*** *Revised plans will be developed as requested/directed by the owner. If owner's requested revisions exceed the agreed upon and not to exceed price further revisions in the scope of work (plan development) will be required prior to owner and contractor final agreement.* ***3)*** *Final design and construction cost will need be mutually agreed upon prior to proceeding to permit.*

Clarifications:

Final cost to be based upon final construction documents.
Lloyd & Associate services will not be part of the updated re-design.
The redesigned project will target the budget of $544,500.00 plus tax, which is a reduction in scope of about 30%.
No soils report was provided, one may be required to complete the design.
All items on the reference drawings are subject to revision, modification or elimination from the new scope of work.
In the event this project falls under Historical guidelines the designs may need historical society review and approval.
In the event the parties are unable to come to an agreement FacilityBUILD will be reimbursed for cost incurred, not to exceed 5% of the final construction cost.
All revisions in scope of work will be subject to the owners review and approval.

		Re-design & Construction Cost Not to Exceed	**$829,971.18**
NM GRT @	City of Santa Fe	*8.4375%*	**$70,028.82**
		TOTAL	**$900,000.00**

FacilityBUILD's Authorized Signature: _____ *date* 11/3/2020

Renier Long *rlong@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

FacilityBUILD DESIGN · BUILD · ON-CALL

EXHBIT B

CONSTRUCTION PROPOSAL

Date: 9/30/2021

RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1***

Procurement Contract: ***State Pricing Agreement***

Email address: MRRODRIGUEZ1@SANTAFENM.GOV

Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*

Plans and specifications provided by: *FacilityBUILD*

Scope of Work: CO # 1

Per up-dated permitted plans by FacilityBUILD Dated 7/15/2021, Sheets G1.0, A1.0, A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A1.8, A1.9, A1.10, A1.11, A2.1, A2.2, A2.3, and A2.4 to include;
Added asphalt demo and patch for electrical transformer, additional scope for ramp, nicho, CMU footings and EFIS, door frames and hardware, revised windows and storefront, revised ceramic tile, revised toilet partitions and accessories, revised plumbing, added 3 electrical outlets, Nicho circuit and hand dryer circuit, excavation and removal of exisitng trash/debris, concrete building slab and footings, place and compact soil to meet elevations, provide and install 8' FRP and trim.

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, - Unless specifically excluded in the scope of work:

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

			$106,767.85
NM GRT @	City of Santa Fe	*8.4375%*	$9,008.54
		TOTAL	**$115,776.39**

FacilityBUILD's Authorized Signature: _____ *date* 9-30-2021

Robert Pino *rpino@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

DocuSign Envelope ID: BCA8D713-04BF-4ED1-B093-2C3E0D419360

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **45 Vendors**

Number: **00-00000-20-00110**

Amendment No.: **Two**

Term: **July 1, 2020 – June 30, 2022**

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.: **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to June 30, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Pawlk

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/31/2021

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@state.nm.us
IP Address: 174.237.135.68

Record Tracking

Status: Original
3/31/2021 9:53:13 AM
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2021 9:54:22 AM
Certified Delivered	Security Checked	3/31/2021 11:26:21 AM
Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number: **00-00000-20-00110**

Price Agreement Amendment No.: **One**

Term: **July 1, 2020 – June 30, 2021**

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** MS

Telephone No.: **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk _____ Date: 07/20/20

Mark Hayden, New Mexico State Purchasing Agent

X **This Amendment was signed on behalf of the State Purchasing Agent**

JDL

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Vendor
(BR) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
(505) 884-2171
spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
001	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
002	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
003	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
004	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
005	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)			$32.20	$32.20	$32.20	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
006	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
007	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
008	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
009	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
010	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
011	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)						

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
012	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor:	Unit Price
(BR)	$0.00
(BS)	$0.00

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor:	Unit Price
(BR)	0%
(BS)	2%

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Unit Price
(BR)	$130.00
(BS)	$100.00

Item	Unit	Article and Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rage that does not exceed the IRS Mileage Rage linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Nam	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	$0.65

*** 16 Items Total ***

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

F.O.B.**:** **Destination**

Delivery**:** **See page 6**

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 MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**: July 1, 2020 thru June 30, 2021**

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 Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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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 bid, 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 bid 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. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **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.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **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 the State Purchasing Agent.

11. **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

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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.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor 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).

14. **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.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **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.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor 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 three (3) 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.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor 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, Contractor 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 Contractor and the State exceeds $250,000 dollars.

B. Contractor 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. Contractor 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://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 Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor'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 all State of New Mexico agencies, commissions, institutions, political subdivisions and local 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 under Article IX - Price Schedule. 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 Contractor 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 specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. 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
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor 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.

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Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor 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. Contractor'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 Contractor 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 Contractor 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 in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor 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 Contractor's, and/or its employees, own negligent act or omission while Contractor, 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 price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, 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, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price 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., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred

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thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

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Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be 'licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

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Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

<u>There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.</u>

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

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If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

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Change Orders:
Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Using Agency's obligations:
- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:
A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

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B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. 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, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT .

Suspension, Delay or Interruption of Work:
The Using Agency 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 Using Agency may determine.. 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.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

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If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

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D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
   3. companies present by name and their number of workers, work location, total man hours that day for each company;
   4. equipment - type, source, units of work done, location of work, hour meter reading;
   5. material brought to site - description, units, quantity, quality, location, time;
   6. visitors to site - name, company, time;
   7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
   8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

a. Work associated with Punch List(s);
b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
d. as-Built drawings delivered in AutoCAD or electronic format;
e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
f. delivery of all warranties required by the Work;
g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
h. completed Operations Liability insurance policy certificate, if applicable;
i. training of staff on all applicable building systems;
j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
k. utility transfer to User/Using Agency;
l. Operations and Maintenance Manuals;
m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

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Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: https://www.irs.gov/tax-professionals/standard-mileage-rates/

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Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

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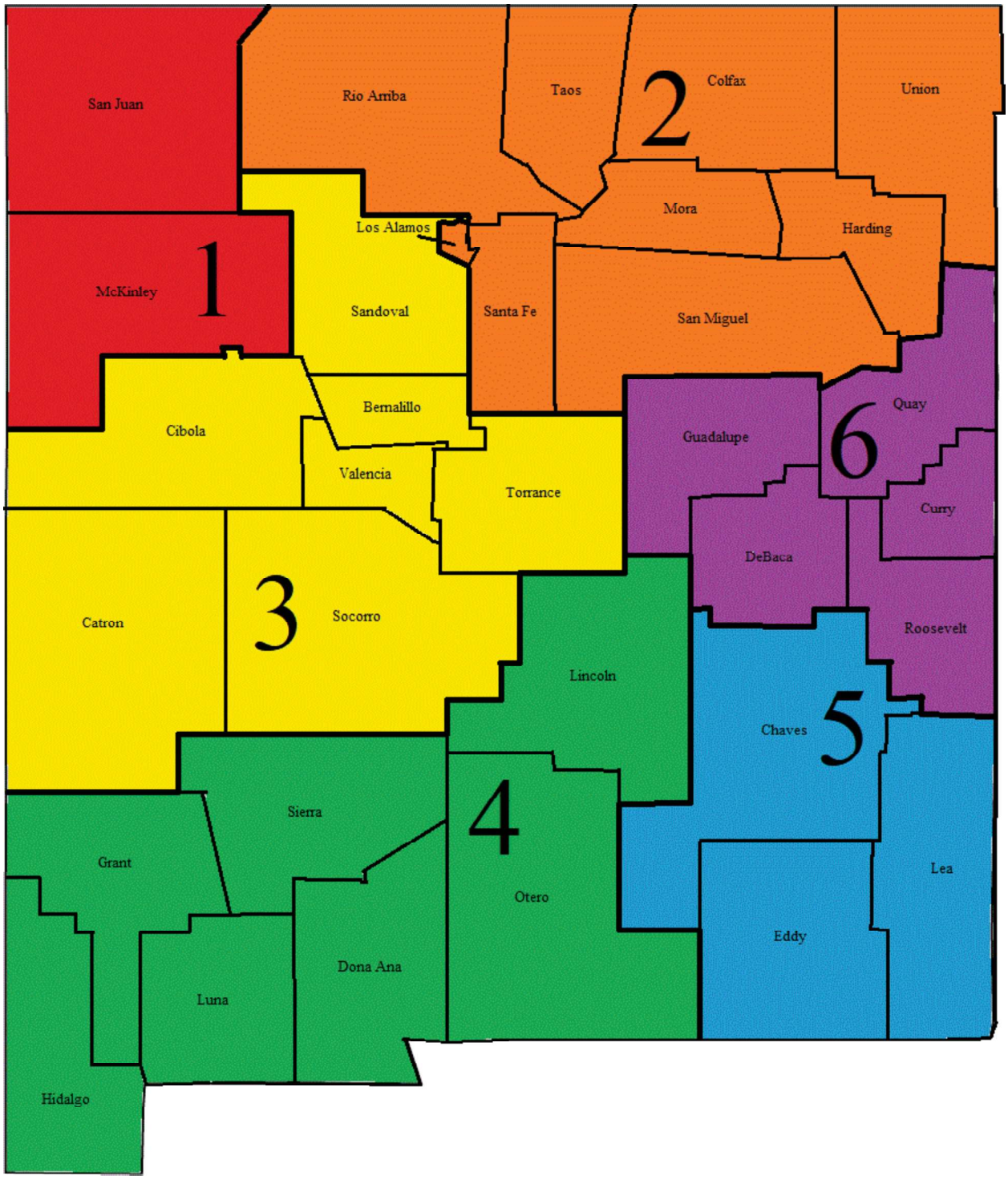

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Items:

Item	Approx. Qty.	Unit	Article Description			
		Projects UNDER Sixty Thousand ($60,000.00)				
001	1	Hr.	Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$81.92	$81.92	$79.54			$81.92
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$72.00	$72.00			
(AT)	$84.26	$84.26	$79.71	$84.26	$84.26	$84.26
(AU)		$45.00	$45.00			
(AV)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$58.04		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$97.33	$97.33	$92.70	$97.33	$97.33	$97.33
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)	$35.00	$33.00	$35.00	$35.00	$35.00	$35.00
(BF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	$51.12	$51.12	$51.12	$51.12	$51.12	$51.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$82.00	$82.00	$82.00	$82.00	$78.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$122.86	$122.86	$119.36			$122.86
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AS)		$75.00	$75.00			
(AT)	$112.43	$112.43	$106.36	$112.43	$112.43	$112.43
(AU)		$45.00	$45.00			
(AV)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$87.06		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$102.20	$102.20	$97.33	$102.20	$102.20	$102.20
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)	$42.00	$40.00	$42.00	$42.00	$42.00	$42.00

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$76.68	$76.68	$76.68	$76.68	$76.68	$76.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$102.00	$102.00	$102.00	$102.00	$97.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$79.08	$79.08	$76.82			$79.08
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$52.00	$52.00			

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AT)	$76.25	$76.25	$72.13	$76.25	$76.25	$76.25
(AU)		$30.00	$30.00			
(AV)	$43.00	$43.00	$43.00	$43.00	$43.00	$43.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AY)				$58.04		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$74.15	$74.15	$70.62	$74.15	$74.15	$74.15
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)	$26.00	$24.00	$26.00	$26.00	$26.00	$26.00
(BF)	$65.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$27.50	$27.50	$27.50	$27.50	$27.50	$27.50
(BJ)	$42.87	$45.01	$42.87	$45.01	$47.16	$42.87
(BK)	$34.08	$34.08	$34.08	$34.08	$34.08	$34.08
(BL)	$41.32	$41.32	$41.32	$41.32	$41.32	$41.32
(BM)		$65.00	$65.00	$65.00	$65.00	$62.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
004	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)		$96.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$118.62	$118.62	$115.23			$118.62
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$55.00	$55.00			
(AT)	$100.74	$100.74	$95.30	$100.74	$100.74	$100.74
(AU)		$30.00	$30.00			
(AV)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AY)				$87.06		
(AZ)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(BA)	$77.60	$77.60	$77.60	$77.60	$77.60	$77.60
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$77.85	$77.85	$74.15	$77.85	$77.85	$77.85
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)	$32.00	$30.00	$32.00	$32.00	$32.00	$32.00
(BF)	$97.50					
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)	$62.56	$65.69	$62.56	$65.69	$68.82	$62.56
(BK)	$51.02	$51.02	$51.02	$51.02	$51.02	$51.02
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$77.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
005	1	Hr.	Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)		$62.00				
(AL)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$56.49	$56.49	$54.87			$56.49
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AS)		$26.00	$26.00			
(AT)	$58.35	$58.35	$55.20	$58.35	$58.35	$58.35
(AU)		$20.00	$20.00			
(AV)	$29.00	$29.00	$29.00	$29.00	$29.00	$29.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AY)				$27.00		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$47.66	$47.66	$45.39	$47.66	$47.66	$47.66
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)	$18.00	$16.00	$18.00	$18.00	$18.00	$18.00
(BF)	$43.13	$43.13	$43.13	$43.13	$43.13	$43.13
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$20.75	$20.75	$20.75	$20.75	$20.75	$20.75
(BJ)	$35.58	$37.36	$35.58	$37.36	$39.14	$35.58
(BK)	$25.56	$25.56	$25.56	$25.56	$25.56	$25.56
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$50.00	$50.00	$50.00	$50.00	$48.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st-4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$93.00				
(AL)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$84.73	$84.73	$82.31			$84.73
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$28.00	$28.00			
(AT)	$79.00	$79.00	$74.73	$79.00	$79.00	$79.00
(AU)		$20.00	$20.00			
(AV)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AY)				$40.50		
(AZ)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$50.04	$50.04	$47.66	$50.04	$50.04	$50.04
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$20.00	$18.00	$20.00	$20.00	$20.00	$20.00
(BF)	$64.70	$64.70	$64.70	$64.70	$64.70	$64.70
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$51.62	$54.20	$51.62	$54.20	$56.78	$51.62
(BK)	$38.34	$38.34	$38.34	$38.34	$38.34	$38.34
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$63.00	$63.00	$63.00	$63.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects	
007	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AN)	$78.51	$78.51	$76.28			$78.51
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00

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Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AS)		$75.00	$75.00			
(AT)	$81.99	$81.99	$77.43	$81.99	$81.99	$81.99
(AU)		$45.00	$45.00			
(AV)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$68.96		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$89.22	$89.22	$84.97	$89.22	$89.22	$89.22
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)	$50.00	$48.00	$50.00	$50.00	$50.00	$50.00
(BF)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33
(BK)	$61.12	$61.12	$61.12	$61.12	$61.12	$61.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$108.00	$108.00	$108.00	$108.00	$103.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

008 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
(AB)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects					
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AM)	$142.50	$142.50	$142.50	$142.50	$142.50	$142.50
(AN)	$117.76	$117.76	$114.41			$117.76
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AS)		$78.00	$78.00			
(AT)	$109.39	$109.39	$103.32	$109.39	$109.39	$109.39
(AU)		$45.00	$45.00			
(AV)	$71.00	$71.00	$71.00	$71.00	$71.00	$71.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$103.44		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$93.68	$93.68	$89.22	$93.68	$93.68	$93.68
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)	$55.00	$53.00	$55.00	$55.00	$55.00	$55.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$91.68	$91.68	$91.68	$91.68	$91.68	$91.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$135.00	$135.00	$135.00	$135.00	$125.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$75.79	$75.79	$73.63			$75.79
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AS)		$55.00	$55.00			
(AT)	$74.19	$74.19	$70.07	$74.19	$74.19	$74.19
(AU)		$30.00	$30.00			
(AV)	$49.00	$49.00	$49.00	$49.00	$49.00	$49.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$76.00	$76.00	$76.00	$76.00	$76.00	$76.00
(AY)				$68.96		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$69.20	$69.20	$65.91	$69.20	$69.20	$69.20
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)	$45.00	$43.00	$45.00	$45.00	$45.00	$45.00
(BF)	$75.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$75.30	$79.07	$75.30	$79.07	$82.83	$75.30
(BK)	$54.31	$54.31	$54.31	$54.31	$54.31	$54.31
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$80.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 1 Hr. Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$96.00				
(AL)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$113.67	$113.67	$110.44			$113.67
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AS)		$58.00	$58.00			
(AT)	$98.02	$98.02	$92.57	$98.02	$98.02	$98.02
(AU)		$30.00	$30.00			
(AV)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AY)				$103.44		
(AZ)	$63.50	$63.50	$63.50	$63.50	$63.50	$63.50

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Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects						
010	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$77.62	$77.62	$77.62	$77.62	$77.62	$77.62
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$72.67	$72.67	$69.20	$72.67	$72.67	$72.67
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)	$50.00	$45.00	$50.00	$50.00	$50.00	$50.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BJ)	$101.17	$106.23	$101.17	$106.23	$111.29	$101.17
(BK)	$81.47	$81.47	$81.47	$81.47	$81.47	$81.47
(BL)	$27.17	$27.17	$27.17	$27.17	$27.17	$27.17
(BM)		$105.00	$105.00	$105.00	$105.00	$100.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects						
011	1	Hr.	Laborer, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AE)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$62.00				
(AL)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$54.14	$54.14	$52.60			$54.14
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011 | 1 | Hr. | Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$38.00	$38.00			
(AT)	$56.78	$56.78	$53.62	$56.78	$56.78	$56.78
(AU)		$20.00	$20.00			
(AV)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AY)				$34.51		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$44.48	$44.48	$42.37	$44.48	$44.48	$44.48
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)	$36.00	$34.00	$36.00	$36.00	$36.00	$36.00
(BF)	$46.18	$46.18	$46.18	$46.18	$46.18	$46.18
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BH)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$54.80	$57.54	$54.80	$57.54	$60.28	$54.80
(BK)	$43.23	$43.23	$43.23	$43.23	$43.23	$43.23
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$55.00	$55.00	$55.00	$55.00	$50.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st - 4th year apprentice**

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

012 | 1 | Hr. | Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AK)		$93.00				
(AL)	$88.00	$88.00	$88.00	$88.00	$88.00	$88.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$81.22	$81.22	$78.89			$81.22
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$42.00	$42.00			
(AT)	$76.87	$76.87	$72.59	$76.87	$76.87	$76.87
(AU)		$20.00	$20.00			
(AV)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AY)				$51.77		
(AZ)	$58.10	$58.10	$58.10	$58.10	$58.10	$58.10
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$46.71	$46.71	$44.48	$46.71	$46.71	$46.71
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$38.00	$36.00	$38.00	$38.00	$38.00	$38.00
(BF)	$69.27	$69.27	$69.27	$69.27	$69.27	$69.27
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BI)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BJ)	$74.30	$78.01	$74.30	$78.01	$81.72	$74.30
(BK)	$64.85	$64.85	$64.85	$64.85	$64.85	$64.85
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$65.00	$65.00	$65.00	$65.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(AA)	$175.00
(AB)	$65.00
(AC)	$150.00
(AD)	$75.00
(AE)	$70.00
(AF)	$60.00
(AG)	$65.00
(AH)	$95.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$92.00
(AM)	$75.00
(AN)	$96.82
(AO)	$50.00
(AP)	$150.00
(AQ)	$150.00
(AR)	$75.00
(AS)	$72.00
(AT)	$84.26
(AU)	$45.00
(AV)	$78.00
(AW)	$50.82
(AX)	$86.00
(AY)	$68.96
(AZ)	$75.00
(BA)	$67.25
(BB)	$18.50
(BC)	$70.00
(BD)	$75.00
(BE)	$55.00
(BF)	$65.00
(BG) Sheet Metal	$93.00
(BG) Plumbing & Pipe Fitting	$93.00
(BG) Electrical	$93.00
(BH)	$80.00
(BI)	$35.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(BJ)	$86.58
(BK)	$65.00
(BL)	$49.50
(BM)	$100.00
(BN)	$48.25
(BO)	$90.00
(BP)	$70.00
(BQ)	$110.00

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

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Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(BC)	2%
(BD)	0.00%
(BE)	0%
(BF)	0%
(BG) Sheet Metal	0%
(BG) Plumbing & Pipe Fitting	0%
(BG) Electrical	0%
(BH)	0%
(BI)	0%
(BJ)	0.00%
(BK)	0%
(BL)	0%
(BM)	0.00%
(BN)	0%
(BO)	10%
(BP)	0.15%
(BQ)	0%

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AA)	$175.00
(AB)	$125.00
(AD)	$125.00
(AE)	$125.00
(AF)	$120.00
(AG)	$100.00
(AH)	$150.00
(AI)	$151.00
(AJ)	$151.00
(AK)	$131.00
(AL)	$171.00
(AM)	$50.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AN)	$150.00
(AO)	$115.00
(AP)	$125.00
(AQ)	$125.00
(AR)	USE DEFINED
(AS)	$130.00
(AT)	$125.00
(AV)	$90.00
(AW)	$121.00
(AX)	$150.00
(AY)	$155.00
(AZ)	$150.00
(BA)	$125.00
(BB)	$159.00
(BC)	$105.00
(BD)	$164.00
(BE)	$105.00
(BF)	$155.00
(BG) Sheet Metal	$150.00
(BG) Plumbing & Pipe Fitting	$150.00
(BG) Electrical	$150.00
(BH)	$120.00
(BI)	$100.00
(BJ)	$192.00
(BK)	$55.00
(BL)	$168.00
(BM)	$145.00
(BN)	$100.00
(BO)	$225.00
(BP)	$130.00
(BQ)	$150.00

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	1570 Pacheco St E6	AGM Konstruction	1570 Pacheco St E6	Santa Fe, NM 87505	$1.55
(AB)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	$1.25
(AC)	539 Oliver Ross Dr. NW	All-Rite Construction, Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	
(AD)	2859 Cerrillos Road	Allied Electric Inc.	PO Box 28430	Santa Fe, NM 87592-8430	$0.57
(AE)	104 Sin Nombre Court NE 87113	AnchorBuilt Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AF)	9720 Bell Ave SE, Albuquerque, NM 87123	B&D Industries, Inc.	9720 Bell Ave SE	Albuquerque, NM 87123	$0.45
(AG)		Barnsley Construction, LLC	4900 Hawkins St	Albuquerque, NM 87109	$55.00
(AH)	413 Burma Dr. NE	C R M Construction	413 Burma Dr. NE	Albuquerque, NM 123 87123	$1.35
(AI)	921 Bleimeyer., Las Cruces, NM	Classic Industries, Inc.	PO Box 434	Dona Ana 88032	$0.58
(AJ)	116 Veranda Rd. NW Albuquerque NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, N.M. 87121	$ 0.575
(AK)					$1.25
(AL)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque 87113	$0.57
(AM)	7209 Jefferson St NE	Facility Solutions Group	8340 Burnham Rd Suite 300	El Paso TX 79907	$0.57

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AN)	8819 Second Street NW	First Mesa Construction, Inc.	PO Box 92258	Albuquerque, NM 87199-2258	*dump trucks $1.95; *service truck $1.55
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	$0.95/mile
(AP)	5935 Agua Fria Street; Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$5.00
(AQ)	5935 Agua Fria Street; Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$1.25
(AR)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	$0.575
(AS)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 8711	$0.575
(AT)	501 Eubank Blvd. SE Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE	Albuquerque 87123	$0.50
(AU)	2620 Via Berrenda Santa Fe, NM 87505	JRM Construction Co. LLC	2620 Via Berrenda	Santa Fe NM	
(AV)	98 County Rd. 119 Espanola 87532	La Mesilla Construction, LLC	98 County Road 119	Espanola, NM 87532	$0.65
(AW)	125 Bosque Farms Blvd. Bosque Farms, NM 87068	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, 87068	$0.65

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AX)		Longhorn Construction Services, Inc.	9208 Lona Lane NE	Albuquerque, NM 57111	$0.575
(AY)	1520 W. Amador	Lynco Electric Co. Inc.	1520 W. Amador	Las Cruces, NM 88005	$0.43
(AZ)	1996 S Valley Drive	Mans Construction Company	1996 S. Valley Drive	Las Cruces 88005	$0.57
(BA)	Attention: David (Mack) MacReady; Address Same as Below	Mechanical Control Solutions	4020 Vassar Dr. NE, Suite B	Albuquerque, NM 87101	$0.78
(BB)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces 88005	$1.57
(BC)	8401 Firestone Lane, NE, Albq, NM 87113	Mick Rich Contractors, Inc.	PO Box 90727	Albuquerque, NM 87199	$0.575
(BD)	428 Candi Ln	Nieto Custom Builders	428 Candi Ln	Corrales, NM 87048	$0.62
(BE)	925 Mills Avenue, LV, NM 87701	NorthEastern Construction Company	925 Mills Avenue, LV, NM 87701	Las Vegas, New Mexico	$0.60
(BF)	6301 4th Street, N.W., Suite 1	Pluma, LLC	6301 4th Street, N.W., Suite 1	Albuquerque 87107	$0.57
(BG)	1409 Ortiz Drive SE	QA Engineering LLC	1409 Ortiz Drive SE	Albuquerque, NM 87108	$0.575
(BH)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	PO Box 1026	Alcalde, NM 87511	$0.545
(BI)	3272 Ojos de Jo	Roadruner Plaster and drywall	3272 Ojos de Jo	Santa Fe, NM 87507	$1.25

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BJ)	8912 Adams St. NE	SDV Construction, Inc.	8912 Adams St. NE	Albuquerque 87113	$0.575
(BK)	16 Miranda Rs. Belen, New Mexico 87002	Sanchez Demolition Inc.	PO Box 721 Bosque NM 8700	Bosque New Mexico 87006	$0.575
(BL)					$0.57
(BM)	1716 W 7th St Clovis, NM 88101	WWRC, INC	1716 W 7th St	Clovis, New Mexico 88101	$1.00
(BN)	3344 Princeton Dr. NE, Albuquerque, NM 87107	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	$0.545
(BO)	6060 Isleta Blvd SW	Welch's Boiler Supply Inc.	6060 Isleta Blvd SW	Albuquerque NM 87105	$1.60
(BP)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque NM 87107	$1.25
(BQ)	1700 10th Street	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	$0.57

***** 16 Items Total *****

Certificate Of Completion

Envelope Id: CF0CAFC1C84748CDB5CB4BEFD91351D1
Status: Completed
Subject: 00-00000-20-00110 General Construction Services - Statewide
Source Envelope:
Document Pages: 47
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
IP Address: 73.26.219.12

Record Tracking

Status: Original
6/26/2020 9:59:43 AM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.10.86	Sent: 6/26/2020 10:31:00 AM Viewed: 6/26/2020 10:32:13 AM Signed: 6/26/2020 10:32:18 AM
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 6/26/2020 10:32:24 AM Viewed: 6/26/2020 10:33:05 AM Signed: 6/26/2020 10:33:12 AM
Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 10:33:19 AM Viewed: 6/26/2020 10:38:57 AM Signed: 6/26/2020 10:44:17 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2020 10:33:19 AM
Certified Delivered	Security Checked	6/26/2020 10:38:57 AM
Signing Complete	Security Checked	6/26/2020 10:44:17 AM
Completed	Security Checked	6/26/2020 10:44:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Facilities	9/24/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	FA183200B	350,000	
Neighborhood Parks Impact Fees transfer to FACCIP	2324150	760320		350,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
transfer from capital impact fees FACCIP	3209980	660232		(350,000)	
				$ 350,000	$ -

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

Capital Impact Fees transfer to WIP Construction for Water Street Public Restrooms as approved at the CIAC on 11.17.20

Item 6B.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(350,000)
TOTAL:	**(350,000)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

De Alva Calabaza — 9/24/2021
Prepared By *{print name}* — Date

J Samuel Burnett
J Samuel Burnett (Sep 27, 2021 08:41 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Sep 27, 2021 09:28 MDT)
Department Director Signature — Date

Andy Hopkins
Andy Hopkins (Sep 27, 2021 15:57 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe

AGENDA

**MEETING OF
THE CAPITAL IMPROVEMENTS
ADVISORY COMMITTEE
NOVEMBER 17, 2020 AT 4:00 PM
ATTEND VIRTUALLY**

• In writing: A person may submit written public comments in 72 hours in advance of the meeting via the virtual comment "button" at https://santafe.primegov.com/public/portal.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF MINUTES:**

a. Meeting Minutes 8-27-2020

b. Meeting Minutes 10-22-2020

5. **STAFF COMMUNICATIONS**

a. Impact Fee Financial Update

b. Impact Fee Capital Improvements Plan 2021-2027 – Resolution and Bill Progress

6. **ACTION ITEMS**

a. Request for approval to allocate up to $150,000 of Parks Impact Fee Funds for the installation of new play equipment and new trail construction at Dawson Park.

b. Request for approval to allocate up to $350,000 of Parks Impact Fee Funds for the construction of new Water Street Public Restrooms adjacent to Cerletti Park and Plaza.

c. Request for approval to allocate up to $1,000,000 of Parks Impact Fee Funds for the construction of road and parking improvements for access to SWAN park amenities.

d. Request for approval to allocate up to $200,000 of Police Impact Fee Funds for the purchasing of mobile storage containers.

7. MATTERS FROM THE FLOOR

8. MATTERS FROM THE COMMISSION

9. 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.

RECEIVED AT THE CITY CLERK'S OFFICE
DATE: Thursday, November 12, 2020
TIME: 10:03 AM

SUMMARY OF ACTION
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
NOVEMBER 17, 2020, 4:00 PM
ATTENDED VIRTUALLY

ITEM	ACTION	PAGE
CALL TO ORDER		1
ROLL CALL	QUORUM	1
PLEDGE OF ALLEGIANCE	GIVEN	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
STAFF COMMUNICATIONS		
IMPACT FEE FINANCIAL UPDATE	INFORMATION/DISCUSSION	2
IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2021-2027 RESOLUTION AND BILL PROGRESS	INFORMATION/DISCUSSION	2-3
ACTION ITEMS		
REQUEST FOR APPROVAL TO ALLOCATE UP TO $150,000 OF PARKS IMPACT FEE FUNDS FOR THE INSTALLATION OF NEW PLAY EQUIPMENT AND NEW TRAIL CONSTRUCTION AT DAWSON PARK	APPROVED	3
REQUEST FOR APPROVAL TO ALLOCATE UP TO $350,000 OF	APPROVED	3-4

PARKS IMPACT FEE FOR THE CONSTRUCTION OF NEW WATER STREET PUBLIC RESTROOMS ADJACENT TO CERLETTI PARK AND THE PLAZA		
REQUEST FOR APPROVAL TO ALLOCATE UP TO $1,000,000 OF PARKS IMPACT FEE FUNDS FOR THE CONSTRUCTION OF ROAD AND PARKING IMPROVEMENTS FOR ACCESS TO SWAN PARK AMENITIES	**APPROVED**	**4**
REQUEST FOR APPROVAL TO ALLOCATE UP TO $200,000 OF POLICE IMPACT FEE FUNDS FOR THE PURCHASING OF MOBILE STORAGE CONTAINERS	**APPROVED**	**4-5**
MATTERS FROM THE FLOOR	**INFORMATION/DISCUSSION**	**5**
MATTERS FROM THE COMMITTEE	**INFORMATION/DISCUSSION**	**5**
ADJOURN	**ADJOURNED**	**5**

BAR Water Street restroom

Interim Agreement Report 2021-10-01

Created:	2021-09-27
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAQfm0pAVWSSq6nIRKFbLm83m7dQ1smn0g

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"BAR Water Street restroom" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-09-27 - 2:36:29 PM GMT- IP address: 63.232.20.2

Document emailed to J Samuel Burnett (jsburnett@santafenm.gov) for signature
2021-09-27 - 2:37:23 PM GMT

Email viewed by J Samuel Burnett (jsburnett@santafenm.gov)
2021-09-27 - 2:41:22 PM GMT- IP address: 174.62.5.77

Document e-signed by J Samuel Burnett (jsburnett@santafenm.gov)
Signature Date: 2021-09-27 - 2:41:52 PM GMT - Time Source: server- IP address: 174.62.5.77

Document emailed to rawheeler@santafenm.gov for signature
2021-09-27 - 2:41:54 PM GMT

Email viewed by rawheeler@santafenm.gov
2021-09-27 - 2:50:59 PM GMT- IP address: 104.47.64.254

Document signing delegated to Regina Wheeler (rawheeler@santafenm.gov) by rawheeler@santafenm.gov
2021-09-27 - 2:57:07 PM GMT- IP address: 174.62.5.77

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-09-27 - 2:57:07 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-09-27 - 3:21:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-09-27 - 3:28:31 PM GMT - Time Source: server- IP address: 63.232.20.2

POWERED BY Adobe Sign

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature

2021-09-27 - 3:28:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)

2021-09-27 - 9:56:34 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)

Signature Date: 2021-09-27 - 9:57:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to jlapanhill@santafenm.gov for signature

2021-09-27 - 9:57:07 PM GMT

Email viewed by jlapanhill@santafenm.gov

2021-09-27 - 10:57:05 PM GMT- IP address: 104.47.64.254

Email viewed by jlapanhill@santafenm.gov

2021-09-30 - 10:52:49 PM GMT- IP address: 63.232.20.2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2021

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: Mariah Kochensparger	
Brown & Brown Insurance of New Mexico, Inc. PO Box 94450 Albuquerque NM 87199	PHONE (A/C, No, Ext): (505) 857-2116	FAX (A/C, No):
	E-MAIL ADDRESS: mkochensparger@bbnm.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FacilityBUILD, Inc. 5904 Florence Ave NE Albuquerque NM 87113	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : The Continental Insurance Company	35289
	INSURER C : New Mexico Premier Insurance Company	13675
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 **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 [ ] LOC [ ] OTHER:	Y		6080401878	04/01/2021	04/01/2022	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 $ 100,000 $ 15,000 $ 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			6080401881	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			6080401895	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0101272	04/01/2021	04/01/2022	[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)

RE: Job # 205092, Project: COSF-Water Street Restroom Facility

CERTIFICATE HOLDER

City of Santa Fe
P O Box 909;2651 Siringo Rd
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: FACILITY BUILD INC
DBA: FACILITY BUILD INC

Business Location: 5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

CRS Number: 01836451009

Owner: Brian Kilcup

License Number: 224809

License Type: Business License - Renewable

Issued Date: December 07, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 07, 2021

Fees Paid: $10.00

FACILITY BUILD INC
5904 FLORENCE 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

Contractor Name: FacilityBuild LLC.

Procurement Title: Water Street Restroom Facilities Amendment #2

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

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

Department Requesting Public Works / Facilities Division Staff Name John Dillon – Project Administrator

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: _____

John Dillon | Project Administrator | 10/21/21

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

Fran Dunaway | Nov 3, 2021

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201958**

Contractor: **FacilityBUILD Inc.**

Description: **Request for the Approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation the Total Amount of $115,776.39 including NMGRT for Design/Build services.**

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

Term Start Date: **TBD** Term End Date: **6/30/2022**

[ ] Approved by Council Date: **TBD**

Contract / Lease: **Contract Amenment**

Amendment # **2** to the Original Contract / Lease # **20-0263**

Increase/(Decrease) Amount $ **115,776.39**

Extend Termination Date to: **6/30/2022**

[ ] Approved by Council Date: **TBD**

Amendment is for: **Increase compensation**

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

Original contract (#20-0263), $544,500.00, Termination Date: 6/30/2022
Amendment #1 (#20-0263) increase contract by $445,000.00, Termination Date: 6/30/2022
Amendment #2 increase contract $115,776.39, Termination Date: 6/30/2022

3. **Procurement History:** **Statewide Price Agreement (SWPA) #90-000-29-00057**

Gran Dunaway — Nov 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **FA 183200B** **Org / Object:** **3209980/572960**

Andy Hopkins — Oct 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **John Dillon** Phone # **505-955-5936**

Email: **jcdillon@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
Public Works / Facilities	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Facilities Capital Projects / WIP Construction	3209980	572970	FA183200B	125,770	
1/2% GRT Income Fund/Capital Transfer Out to Facilities CIP Fund	3650432	760320		125,770	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Facilities CIP Fund/Capital Transfer In from 1/2% GRT Income Fund	3209980	660365		(125,770)	
				$ 125,770	$ -

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

Use of 1/2% GRT Income Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates

in order to fund construction of downtown restroom facilities on Water Street

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(125,770)
TOTAL:	**(125,770)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Sep 29, 2021 20:50 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero (Sep 30, 2021 13:17 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for the approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation in the amount of $115,776.39 including NMGRT for Design/Build services for the design and construction of a new restroom facility that will be located at the Water Street parking lot; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

1) Request for the approval of a BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction for the Water Street Restroom project, as approved at the CIAC on 11/17/2020 Item 6B; Sam Burnett, Facilities Divison Director, jsburnett@santafenm.gov, 505-955-5933

2) Request for the approval of a BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

Committee	**Review:**
Finance Committee	11/29/2021
Quality of Life Committee	12/1/2021
Governing Body	12/8/2021

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

DATE: November 10, 2021

TO: Alan Webber, Mayor
Finance Committee: November 29, 2021
Quality of Life Committee: December 01, 2021
Governing Body: December 08, 2021

VIA: Mary McCoy, Finance Director
Andy Hopkins, Budgeting Officer
Fran Dunaway, Chief Procurement Officer
Manuel Gonzales, Interim ITT Director

FROM: David C. Tapia, Contracts Administrator

ITEM AND ISSUE

The ITT Department is requesting approval to procure the renewal of Microsoft Office 365 through reseller Insight Public Sector through a State-Wide Price Agreement 60-000-15-00020AD. The original agreement will expire as of December 28, 2021. The renewal of this subscription will be a three year term through December 28, 2024.

BACKGROUND AND SUMMARY

The ITT Department is requesting to renew a three year agreement with Insight Public Sector a reseller of Microsoft Office 365 to continue the necessary services of archiving mobility, collaboration, compliance, and security. This renewal has been upgraded to ensure that the City of Santa Fe addresses and is in compliance with multiple audit findings such as multi factor authentication, central administration for bitlocker encryption, and advanced threat protection for all users. This renewal will also consolidate multiple software applications, as well as, include upgraded security. The renewal includes licensing for all City users and will allow for all City users to be on the same up to date cloud based system.

The requested renewal of Microsoft Office 365 will be a three year term in the amount of $2,548,296.60 with the total cost of the agreement since commencement being $2,894,119.12 as of December 28,2024. This cost will be encumbered as follows:

BUDGET:

Year 1: 2021 Fiscal 2022- (Obj/Org:6203600.530710) $484,432.20 + Tax 71,670.84 + (Obj/Org:3653501.530710) $365,000.00

Total $921,103.04

Year 2: 2022 Fiscal 2023- (Obj/Org:6203600.530710) $849,432.20 + Tax $71,670.84

Total $921,103.04

Year 3: 2023 Fiscal 2024- (Obj/Org:6203600.530710) $849,432.20 + Tax $71,670.84

Total $921,103.04

PROCUREMENT: Statewide Price Agreement 60-000-15-00020AD
Expires: January 07, 2022

MUNIS CONTRACT NUMBER: 3202628

ACTION: Please approve request to establish a three-year agreement from the time of signing with Insight Public Sector for the renewal of Microsoft Office 365.

Contractor Name: Insight Public Sector reseller of Microsoft Office 365

Procurement Title: Insight Public Sector through a State-Wide Price Agreement 60-000-15-00020A. EXP:01/07/2022

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 ITT Staff Name David C. Tapia

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: _____

David C. Tapia	Contracts Administrator	November 10, 2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Nov 16, 2021 12:12 MST)	Chief Procurement Officer	Nov 16, 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 # 3202628

Contractor: Insight Public Sector reseller of Microsoft Office 365

Description: The ITT Department is requesting to renew a three year agreement with Insight Public Sector a reseller of Microsoft Office 365 to continue the necessary services of archiving mobility, collaboration, compliance, and security.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: December 28, 2018 Term End Date: December 28, 2021

☑ Approved by Council Date: November 26, 2018

Contract / Lease: Contract

Amendment # 2 to the Original Contract / Lease # 18-1309

Increase/(Decrease) Amount $ 2,548,296.60

Extend Termination Date to: December 28, 2024

☐ Approved by Council Date:

Amendment is for: Renewal of Microsoft Office 365 through reseller Insight Public Sector

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
The original Microsoft Office Subscription was purchased through reseller En Pointe in December of 2018 in the amount of $345,822.52 for the term of three years. In November of 2021 En Pointe was obsorbed by parent company Insight Public Sector. Amendment #1 was established to amend the original contract name to Insight Public Sector and was approved May 13, 2021. Amendment #2 is being requested to extend the Office 365 subscription 3 years through December 28, 2024 in the increased amount of $2,548,296.60 as the original subscription will reach term December 28, 2021.

3. Procurement History: Insight Public Sector State-Wide Price Agreement 60-000-15-00020AD

Fran Delaway (Nov 16, 2021 12:12 MST) Nov 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of Statewide Price Agreement exp. 1/2022 for issuance FY 22 City agreement exp: Dec 28, 2024. Subscription.

4. Funding Source: Softw Subs 6203600.530710 $556,103.04 and Org / Object: 3653501.530710 $365,000.00

Andy Hopkins (Nov 16, 2021 11:34 MST) Nov 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions: Fiscal Year 2022 Total Due $921,103.04

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

Item#_____
Munis Contract#3202628

CITY OF SANTA FE
AMENDMENT No. 2 TO
Insight Public Sector Reseller of Microsoft Office 365 AGREEMENT
ITEM# 18-1309

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Microsoft Office 365 AGREEMENT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Products and Services M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision, One (1) as detailed in Exhibit A, Exhibit B, and Exhibit C of Microsoft renewal agreement 5294887 between the City of Santa Fe and Insight Public Sector.

B. Pursuant to Article 14(e) of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. Products and Services shall be provided pursuant to Exhibit A, Exhibit B, and Exhibit C. of Microsoft Enterprise Renewal Agreement 5294887, M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG

ShrdSvr ALNG SubsVL MVL Commit Provision, One (1).

2. COMPENSATION.

Original Cost of three year Agreement 18-1309 of Microsoft Agreement E5623598 with the expiration of December 28, 2021 has been fully compensated in the amount of $345,822.52. Pricing of the Agreement 18-1309 Microsoft Agreement Number E5623598 is amended to increase the amount of compensation by a total of $2,201,473.98 (Excluding NMGRT) so that renewal agreement reads in its entirety as follows:

A. The City shall pay to the Contractor Twelve Month annual installments for the term of 36-months payments for services satisfactorily performed pursuant to the Scope of Work at the rate of:

December 29, 2021 Fiscal Year 2022: $849,432.20

December 29, 2022 Fiscal Year 2023: $849,432.20

December 29, 2023 Fiscal Year 2024: $849,432.20

Total Compensation of 36-Month Term (Exhibit D): $2,548,296.60

City of Santa Fe Agreement 18-1309 Total Compensation $345,822.52

Total Cost as of Expiration December 28, 2024: $2,894,119.12

Estimated Tax $71,670.84 per Year

3. TERM:

Original contract 18-1309 Microsoft Agreement Number E5623598 of the Agreement is hereby deleted in its entirety and substitute the following Amendment Number 2 Microsoft Agreement Number 5294887 in its place:

This Agreement shall be effective when signed by the City and shall terminate on

December 28, 2024.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
INSIGHT PUBLIC SECTOR

Scott Friedlander
Scott Friedlander (Nov 9, 2021 18:25 EST)

NAME Scott Friedlander

IPS SVP
TITLE

DATE: Nov 9, 2021

CRS# **02-960205-00-0**

Registration # **229398**

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 4, 2021 15:48 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
Org. Name/Org.#6203600.530710 and 3653501.530710

AJH
AJH

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5294887

5-0000007743065

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1128359.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Santa Fe
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	81524089
Previous Enrollment number *(Reseller to complete)*	51044310
Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services**.**

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

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may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

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Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

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to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

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☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 6820 South Harl Avenue
City* Tempe
State* AZ
Postal code* 85283
Country* United States
Contact name* Software *Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	Scott Friedlander Scott Friedlander (Nov 9, 2021 18:25 EST)
Printed name*	Scott Friedlander
Printed title*	IPS SVP
Date*	Nov 9, 2021

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

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other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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Exhibit A

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | | 5-0000007743065

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr		2300
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	2300	
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	60	
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision		1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID
1128359.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	2,300	2,300	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	2,300

Enrolled Affiliates Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	2300	2300	2300	2300

Enrolled Affiliate

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft | Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Santa Fe
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	51044310		

Exhibit D

Insight PUBLIC SECTOR

City of Santa Fe

****BUDGETARY/PRELIMINARY RENEWAL QUOTE****

Quotation: 0921-City o4-MSEA-sdp
Date: September 20, 2021
Enrollment: 51044310
Contract: 1510001351

Subscription Start Date: **1/1/2022**
Subscription End Date: **12/31/2024**

Upfront: 12 Months Total

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2300	$349.93	$ 804,839.00
Additional Products								
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	60	$42.87	$ 2,572.20
J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisior	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	2300	$18.27	$ 42,021.00
							12 Month Total:	$ 849,432.20

EXHIBIT "D"

36 Month Total: $ 2,548,296.60

CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Techologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

B. Pursuant to 14 (e) and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NAME CHANGE

The Contractor, En Pointe, a PCM Co, is now known as Insight Public Sector, Inc. (See Exhibit "A" attached hereto).

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber, City Mayor
DATE: May 13, 2021

CONTRACTOR:
Insight Public Sector, Inc.

NAME
Lisanne Steinheiser
TITLE
Global Compliance Officer

DATE: 4/15/2021
CRS# 02-560205-000-3

Registration # 29398

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
GB MTG 05/12/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
[redacted]6203600.530710
Business Unit Line Item

Insight
PUBLIC SECTOR

Exhibit A

February 6, 2020

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is a limited liability company whose sole member was PCM Sales, Inc. The parent company of PCM Sales, Inc. was PCM, Inc. On August 30, 2019, Insight Enterprises, Inc. acquired PCM, Inc., including all subsidiaries.

Effective August 30, 2019, En Pointe Technologies Sales, LLC became a subsidiary company of Insight Enterprises, Inc.

Insight Enterprises, Inc. is also the parent company of Insight Public Sector, Inc.

Should you have any questions or need further clarification, please contact me at lisanne.steinheiser@insight.com.

Sincerely,

Lisanne Steinheiser
Global Compliance Officer & Assistant Secretary

DocuSign Envelope ID: CA2F285C-632F-49A0-A5BD-1BC6C60412A5

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **60-000-15-00020AD**

Price Agreement Amendment No.: **One**

Term: **March 10, 2020 – January 7, 2022**

NASPO ValuePoint Master Agreement Award Number: **ADSPO-16-138244**

NASPO ValuePoint Link: **https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/**

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

Invoice:
As Requested

Procurement Specialist**:** **Vanessa LeBlanc** VL

Telephone No**.:** **505-827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title**:** **Software VAR**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 8, 2021 to January 7, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/19/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

Certificate Of Completion

Envelope Id: CA2F285C632F49A0A5BD1BC6C60412A5
Status: Completed
Subject: Please DocuSign: 60-000-15-00020AD A001
Source Envelope:
Document Pages: 1 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
13 Bataan Blvd
Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
IP Address: 174.237.135.123

Record Tracking

Status: Original
2/19/2021 3:36:25 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.123	Sent: 2/19/2021 3:37:56 PM Viewed: 2/19/2021 3:38:04 PM Signed: 2/19/2021 3:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	JDL Signature Adoption: Pre-selected Style Using IP Address: 67.164.144.62	Sent: 2/19/2021 3:38:11 PM Viewed: 2/19/2021 3:39:32 PM Signed: 2/19/2021 3:39:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 75.161.86.101	Sent: 2/19/2021 3:39:40 PM Viewed: 2/19/2021 3:41:03 PM Signed: 2/19/2021 3:42:23 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/19/2021 3:37:56 PM
Certified Delivered	Security Checked	2/19/2021 3:41:03 PM
Signing Complete	Security Checked	2/19/2021 3:42:23 PM
Completed	Security Checked	2/19/2021 3:42:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

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

Invoice:
As Requested

Price Agreement Number: **60-000-15-00020AD**

NASPO Mater Agreement: **ADSPO-16-138244**

NASPO Link:
https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Attached Participating Addendum**

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

Term: **March 10, 2020 thru April 7, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State *[for State Entity]* authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Retainage.
Reserved

6. Performance Bond.
Reserved

7. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on April 7, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

8. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring 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 Procuring Agency 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 Procuring Agency; (ii) if, during the term of this Agreement,

the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency'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 PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

9. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency 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.

10. Status of Contractor:

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

11. 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 continueto comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officeror employee of the State, or business in which a public officer or employee of the State or the of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase

contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16 the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency 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 Clause 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 Clause 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 Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

12. 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 Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

13. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Penalties for violation of law:

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

15. Equal Opportunity Compliance:

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

16. 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 Procuring Agency.

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 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.

18. 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 Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

19. 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.

20. 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.

21. Non-Collusion:

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

22. 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 Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:

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

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the

Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

27. New Mexico Employees Health Coverage:

A. If Contractor 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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of 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. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

28. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, 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 Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State 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 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 Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

30. 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 Procuring Agency.

31. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. 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 Procuring Agency.

32. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement 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 Agreement.

33. 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 State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

34. 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.

35. Release:

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

36. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

37. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Account Executive	Sergio Torrez	sergio.torrez@insight.com
Sales Manager	Brandon Marvel	brandon.marvel@insight.com
Contracts	Pam Potter	sledcontracts@insight.com
Reporting	Virginia Mace	sledreporting@insight.com

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. 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 agency 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 SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

39. Inspection:

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

40. Inspection of Services:

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

A. Services, as used in this Clause, 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 State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement 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 State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no

increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the St a tPurchasing Agent or other party to this Agreement 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 Agreement price to reflect the reduced value of the services performed.

F. 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 r of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to t directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1, 000,000per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $

d. Umbrella: $1,0u ,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the *"State Purchasing Division."* This contract number

60-000-15-00020AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

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

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

44. Lease Agreements: *Reserved*

45. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Insight Public Sector, Inc.
Address	6820 South Harl Avenue, Tempe, AZ 85283
Contact	Pam Potter
Telephone	(480) 366-7027
E-mail	SLEDcontracts@insight.com

Participating Entity

Name	State of New Mexico
Address	1100 St. Francis Drive, Santa Fe, NM 87505
Contact	Vanessa LeBlanc
Telephone	(505) 827-0472
E-mail	Vanessa.LeBlanc@state.nm.us

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-16-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Insight Public Sector contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available fromthis Master Agreement shall be to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies for such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Insight Public Sector Inc.
Signature:	Signature:
Name: Mark Hayden	Name: John Carnahan
Title: State Purchasing Agent	Title: SVP – Business Development
Date: 3-12-2020	Date: March 6, 2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccc@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

Microsoft ITEM # 18-1309 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Microsoft Corporation OCT 30 2018 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	51044310
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

   (i) Government Community Cloud Services will be offered only within the United States.

   (ii) Additional European Terms, as set forth in the Use Rights, will not apply.

   (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

EN POINTE TECHNOLOGIES

Quote # 25318714
Date 10/5/2018
Expiry Date 10/19/2018

Customer	CITY OF SANTA FE (1028727)			
Quote Title	MICROSOFT	**Shipping Address**	**Billing Address**	**Contact Details**
Shipping	Best Way-3 to 7 days	CITY OF SANTA FE Yodel M. Catanach P.O. Box 909 - ITT DEPT, Santa Fe, NM, 87504	CITY OF SANTA FE P.O. Box 909 - ITT DEPT, Santa Fe, NM, 87504	Yodel M. Catanach yocatanach@ci.santafe.nm.us Ph: 505-995-5575
Payment	Net 30			

ADSPO16-130653
PA# 60-000-15-00020AA
Year 1

Details	Avl.	Qty.	Unit Price	Ext. Price
Line # 10 MICROSOFT **Mfr. SKU** AAA-11894. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		50	$211.60	**$10,580.00**
Line # 20 MICROSOFT **Mfr. SKU** 3GU-00001. O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr		2000	$18.18	**$36,360.00**
Line # 30 MICROSOFT **Mfr. SKU** 3PS-00001. ExchgOnInKioskGCC ShrdSvr ALNG SubsVL PerUsr		450	$19.27	**$8,671.50**
Line # 40 MICROSOFT **Mfr. SKU** 3MS-00001. ExchgOnInP1GCC ShrdSvr ALNG SubsVL PerUsr		1500	$36.24	**$54,360.00**

Lease this for $3,361.87 per month with $0 down and $1 buy back option! Contact us for credit terms and options. Excludes applicable taxes, based on 36-month term, on approved credit.

Sub Total	**$109,971.50**
Total Tax	**$5,636.04**
Total Amount	**$115,607.54**

Customer Acceptance

A signature submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales. to purchase the above referenced goods and/or services.
Further, Customer agrees to pay all invoices related to this order according to the terms and condition specified by En Pointe Technologies Sales. which are available at www.enpointe.com/invoice-terms

Name
Email
Phone
PO #
Signature
Date

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* First Joshua **Last** Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

11/15
11/1
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID
0778267.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plans	
O365 GCC E3	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A

2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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 USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Insight Enterprises, Inc., and En Pointe IT Solutions, LLC 6820 Harl Avenue Tempe, AZ 85283	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** N/A — N/A **INSURER C :** Sentry Insurance A Mutual Co — 24988 **INSURER D :** Sentry Casualty Company — 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002456905-08 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			3606-77-62	04/15/2021	04/15/2022	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 X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7362-08-62	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C D	**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**		90-05749-03 (AOS) 90-05749-04 (MA, WI, HI)	04/15/2021 04/15/2021	04/15/2022 04/15/2022	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

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

City of Santa Fe is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: David Tapia
200 Lincoln Ave
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Kenneth Chau

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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: INSIGHT PUBLIC
DBA: INSIGHT PUBLIC

Business Location: 6820 S HARL AVE
GUADALUPE , AZ 85283

CRS Number: 02-960205-00-0

Owner: INSIGHT PUBLIC SECTOR INC.

License Number: 229398

License Type: Business License - Renewable

Issued Date: February 15, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 15, 2022

Fees Paid: $10.00

INSIGHT PUBLIC
6820 S HARL AVE
GUADALUPE , AZ 85283

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of $849,432.20 in the Total Amount of $2,548,296.60. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 1-505-231-1749)

COMMITTEE	**REVIEW**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

November 29, 2021

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

FROM: Kristine Bustos-Mihelcic, City Clerk/Community Engagement Department Director
Pauline Kanako Kamiyama, Arts and Culture Department Director

SUBJ: Approval of Agreement with Santa Fe Community Foundation to establish the CHART Fund

---

EXECUTIVE SUMMARY:
The Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation.

BACKGROUND:
In December 2020 discussion began with various community philanthropic organizations seeking input on funding resources for the CHART process. It was concluded that the funding approach must be collective, with smart, strong, diverse philanthropic leadership at the helm and focused on advancing community based work. Additionally, the Santa Fe Community Foundation was identified as the organization to be at the helm of such leadership.

Thornburg Foundation has committed $10,000 to seed the CHART Fund which the Santa Fe Community Foundation can leverage to gain additional support. This funding approach is collective and demonstrates a broad based community-led effort to further healing, truth and reconciliation within the City of Santa Fe.

ACTION REQUESTED:
Approval of the Agreement between the City and the Santa Fe Community Foundation.

ATTACHMENTS:
Agreement

November 29, 2021	Finance Committee
December 11, 2021	Quality of Life Committee
January 8, 2022	Governing Body

SANTA FE COMMUNITY FOUNDATION
Giving Circle Fund

Thank you for choosing the Santa Fe Community Foundation. We are committed to connecting you with the community and to the causes that are important to you. Our staff is available to assist you at any time.

Attached to this Agreement, you will find our Fund Agreement Policies. If you have any questions about this agreement or the attached Fund Agreement Policies, please call Gabriela Gomez, VP for Advancement: (505) 988-9715 ext. 7006 or email ggomez@santafecf.org

Contact Information:

Pauline Kanako Kamiyama
Full Name (First, Middle, Last)

___Mr. ☒ Ms. ___Mrs. ___Dr.
Preferred Salutation

201 W. Marcy PO Box 909 Santa Fe, NM 87504
Address

505.955.6653 Pkkamiyama@santafenm.gov
Phone Email

Preferred Contact: Email

Name and Fund Purpose of your Giving Circle Fund:

Please choose a name for the fund. Grants made to charities are accompanied by a letter which includes the fund name (e.g. John Smith Family Fund).

Your fund name will appear in foundation materials including our annual report and on our website.

Fund Name: The CHART Fund

Purpose of your fund: For community centered engagement toward reconciliation and healing as part of the Culture, Healing, Art, Reconciliation and Truth (CHART) initiative. The goal of the CHART process is to foster mutual understanding of shared values among individuals and groups with diverse backgrounds, not simply to decide about monuments and statues. Ultimately, citizens who have participated in the process will recommend forward-looking solutions to historic problems to the Governing Body. This is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

Contributions

The minimum initial contribution for a donor advised fund is determined by the Foundation, plus $250 as the start-up fee. Please consult the Foundation list. Additional gifts can be made in any amount. If making a contribution of multiple securities or assets, please attach pages as needed. ***Gifts to donor advised funds are irrevocable and under the exclusive control of the Foundation.***

☒Cash or Check for $10,000.

The Thornburg Foundation shall make an initial deposit of $10,000 to establish the CHART fund.

Giving Circle Fund:

Giving Circle Fund receives gifts from a number of donors. The donors select an advisory board, subject to the approval of the Board of Directors of the Santa Fe Community Foundation, for recommending grant awards. Grants made from these funds are accompanied by a letter identifying the name of the fund used to support the grant.

The policies for a Giving Circle Fund will be provided to the donors at the time the fund is established. These policies may be amended from time to time by the Board of Directors of the Santa Fe Community Foundation.

Please select the type of Giving Circle Fund below:

☒Giving Circle Fund should be considered in a manner that is temporarily restricted.

☐Giving Circle Fund should be considered in a manner that will ensure a permanent endowment.

A Giving Circle Fund that should be considered as temporarily restricted is invested according to the policies adopted by the Board of Directors of the Santa Fe Community Foundation. It has no restrictions on the amount of annual distributions but must maintain a balance to cover the Foundation's fees.

Fees:

An annual fee of 1.5% is calculated and charged at the end of each quarter. The annual administrative fees are subject to change in accordance with the policies established by the Foundation.

Giving Circle Committee of Advisors:

Pauline Kanako Kamiyama
Director, Santa Fe Arts and Culture Department
Pkkamiyama@santafenm.gov
505.955.6653
201 W. Marcy
PO Box 909
Santa Fe, NM 87504

Kristine Bustos Mihelcic
Director, Santa Fe Community Engagement Department
kmmihelcic@santafenm.gov
505.955.6521
200 Lincoln Avenue
Santa Fe, NM 87504

Acknowledgement and Signature

I acknowledge that I have read the Santa Fe Community Foundation's "General Fund Agreement Policies" (attached hereto and incorporated herein by this reference) and agree to the terms and conditions set forth, and as may be amended by the Board of Directors from time to time. I have also read the "Giving Circle Fund Policies" and agree to the terms and conditions set forth, and as may be amended by the Board of Directors from time to time. I understand that any contribution, once accepted by the Santa Fe Community Foundation represents an irrevocable contribution to the Santa Fe Community Foundation and is not refundable to me.

City Signature:

_____

Alan Webber, Mayor

Date: _____

Attest:

_____

Kristine Bustos Mihelcic, City Clerk XIV

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Oct 15, 2021 15:18 MDT)

Senior Assistant City Attorney

Approved for Finances:

_____

Mary McCoy, Finance Director

Accepted by the Santa Fe Community Foundation:

C.E. Goett

Christopher Goett, President & CEO

Date 10/15/2021

Santa Fe Community Foundation
General Fund Agreement Policies

TAX STATUS OF FUNDS. Funds established at the Santa Fe Community Foundation (the "Foundation") are component funds of the Santa Fe Community Foundation, a Section 501(c)(3) public charity. Accordingly, all contributions to the Foundation's funds are irrevocable and treated, for tax purposes, as gifts to a Section 501(c)(3) public charity and are tax deductible to the extent allowed by law, subject to individual and corporate limitations. The Foundation has exclusive legal control over contributed assets.

VARIANCE POWER.
All funds established at the Foundation are subject to the Foundation's "variance power" as set forth in Article II of its Articles of Incorporation. The variance power gives the Foundation the authority to modify any donor restriction or condition on distributions for a fund for any specified charitable purpose to any specified charitable organization, if, in the sole judgment of the Foundation, such recommendation or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community

If the particular charitable purpose of the CHART Fund becomes unlawful, impracticable, impossible to achieve or wasteful:

(1) the trust does not fail, in whole or in part;

(2) the trust property does not revert to the settlor or the settlor's successors in interest; and

(3) the court may apply cy pres to modify or terminate the trust by directing that the trust property be applied or distributed, in whole or in part, in a manner consistent with the settlor's charitable purposes.

DISTRIBUTIONS. The Foundation anticipates distributions from each fund. Distributions will be paid out in accordance with its spending policy. All distributions from funds are subject to the Foundation's variance power, as noted above.

SPENDING POLICY. The Foundation anticipates distributions for each endowed fund at least annually of an appropriate percentage of the fund's market value, as determined by the Foundation's Board of Directors. In determining the annual distribution amount to be paid from endowed funds, the Foundation's Board of Directors may consider the expected total return on the fund's investments, the desirability of maintaining the value of those funds and any other factors that it deems relevant. The Foundation reserves the right to spend the entire amount of any fund, if by the terms of the donor agreement the gift is subject to the Foundation's Spending Policy and the Foundation determines that such expenditures better satisfy the donor's intentions than a limitation on expenditures.

For endowed funds subject to the Foundation's Spending Policy, the spendable amount is calculated based upon a 12-quarter rolling average. To calculate the rolling average, the Foundation first calculates the fair market value of the fund at the end of each quarter. The fair market value of the fund at the end of the current quarter is added to the fair market value of the fund for each of the preceding quarters. The rolling average is the total of these fair market values divided by the number of quarters added. The rolling average is multiplied by the percentage specified in the fund agreement to calculate the spendable amount.

The Foundation follows the Uniform Prudent Management of Institutional Funds Act of the State of New Mexico.

RESTRICTIONS ON GRANTS FROM FUNDS. The Foundation has the ultimate authority over distributions from funds established at the Foundation. Distributions from funds established at the Foundation will be made only if they are consistent with the Foundation's charitable purposes and satisfy community needs identified by the Foundation as deserving of its support. The minimum distribution is $ 250, unless the fund is a designated fund.

Fund distributions will not be made for memberships, dues, pledges, sponsorships, tickets, goods or services received or to be received, school tuition, or for any purpose that would otherwise provide a benefit to donors, donor advisors or related parties. Distributions may not involve loans, compensation, expense reimbursements or similar payments to donors, donor advisors, or related parties. Distributions from funds may not be made to any specific individual or to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

INVESTMENT OF ASSETS: This fund will not be invested and will be held in a cash account.

FEES. Funds established at the Foundation are subject to administrative and investment fees. A list of fees is available upon request. The Foundation reserves the right to change its fee structure at any time.

DONOR INITIATED FUNDRAISING. Donors who wish to solicit contributions, either through direct solicitation or through a fundraising event, for a fund at the Foundation must receive advance approval from the Foundation. Donors must agree to, follow the terms of, and sign the "Santa Fe Community Foundation Donor Initiated Fundraising Policy."

ACTIVE FUNDS. In order to carry out its policy of consistently distributing charitable dollars to the community, the Foundation will review, periodically, the grant making activity of every fund. If a fund has failed to make distributions commensurate in size with the Foundation's spending policy over a two-year period, the Foundation will contact the designated contact to discuss this situation. At that time, the contact will be given the following options to continue the fund:

- *Establish a plan based on the alternatives provided in the "Active Funds Policy" of the Foundation.*

- *Resume making ongoing grant recommendations.*

If the contact does not have a plan for funding a specific project and fails to make ongoing grant recommendations, then the contact will be given the following options to close the fund:

- *Recommend that the balance of the fund be granted to the Santa Fe Community Foundation Community Leadership Fund.*
- *Recommend that the balance of the fund be granted to one of the funds currently held at the Santa Fe Community Foundation.*

In the event that the contact cannot be located or is unresponsive, the balance of the fund will be transferred to the Santa Fe Community Foundation Community Leadership Fund.

CONFLICT OF TERMS. In the event of an inconsistency between these terms and conditions, and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions as interpreted by the Foundation shall govern, and the Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund of the Foundation.

Santa Fe Community Foundation Giving Circle Fund Policies

The committee advisors will submit the name of the chairperson of the Giving Circle. The chairperson is the primary contact between the Giving Circle and the Foundation.

The chairperson of the Giving Circle will submit a current list of committee advisors of the Giving Circle to the Santa Fe Community Foundation (the "Foundation"). All changes are to be submitted in writing to the Foundation. The list of committee advisors should be updated annually by January 31 of each year.

The Board of Directors of the Foundation reserves the right to approve, reject or remove the committee advisors at its sole discretion.

The Giving Circle will develop a purpose statement and written funding guidelines. The Foundation staff will assist in the development of the statement and guidelines. The Foundation staff will also provide ongoing assistance to the Giving Circle.

The Foundation welcomes the involvement and recommendations of its donors with respect to distributions from Giving Circle Funds, but such recommendations are advisory only and are in no way binding upon the Foundation. In evaluating recommendations for distributions from Giving Circle Funds, the Foundation staff investigates all prospective grant recipients to ensure that they are organized and operated for charitable purposes typically as described in Section 170(b)(1)(A) of the Internal Revenue Code; reviews the recommended grantee's financial and program information; and evaluates the recommendations of advisors against the standards and criteria of the Foundation to ensure that such recommendations are consistent with specific charitable needs identified by the Foundation as deserving of support and complies with all applicable federal tax requirements.

All communications concerning grant recommendations to and from the Santa Fe Community Foundation will be through the chairperson and not through individual advisors.

In order to carry out its policy of consistently distributing charitable dollars to the community, the Foundation will periodically review the grantmaking activity of every fund. If the Giving Circle Fund fails to make a standing distribution recommendation, fails to make distribution recommendations for two consecutive years, or fails to make distributions commensurate in size with the Foundation's spending policy over a two-year period, the Foundation will contact the chairperson to discuss this situation. At that time, the chairperson will be given the following options to continue the fund:

- *Establish a plan based on the alternatives provided in the "Active Funds Policy" of the Foundation.*
- *Resume making ongoing grant recommendations.*

If the chairperson does not have a plan for funding a specific project and does not make ongoing grant recommendations, then the chairperson will be given the following options to close the fund:

- *Recommend that the balance of the fund be transferred to the Santa Fe Community Foundation Community Leadership Fund.*

- *Recommend that the balance of the fund be transferred to one of the funds currently held at the Santa Fe Community Foundation.*

In the event that the chairperson cannot be located or is unresponsive, the balance of the fund will be transferred to the Santa Fe Community Foundation's Community Leadership Fund.

If the Giving Circle decides to initiate a solicitation or fundraising event, the chairperson will contact the Foundation. The chairperson will sign the agreement, "Donor Initiated Fundraising Policy." All members of the Giving Circle must follow the agreed-upon procedures outlined in the agreement.

These policies may be amended by the Board of Directors of the Santa Fe Community Foundation. If the policies are amended or if there is a change in the leadership of the Giving Circle, the appropriate policy will be signed by the chair of the Giving Circle and the Foundation.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for approval of the Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 505-955-6653.)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/11/2021
Governing Body: 01/08/2022

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **November 17, 2021**

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

VIA: **Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa (Nov 17, 2021 17:23 MST)

FROM: **Gino Rinaldi, Senior Services Division Director** Gino Rinaldi (Nov 17, 2021 16:47 MST)
Anya Alarid, Volunteer Program Manager Anya Alarid

ITEM AND ISSUE:
Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) has awarded the City of Santa Fe Senior Services Division a total of $310, 328. The funding will be utilized for Senior In-Home Support, Respite Care, Nutrition, and Transportation Services. The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older).

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
The FY22 Munis contract number is 3202930.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410113, 2410114, 2410115
Munis Object Name/Number: Senior IHS, Nutrition, and Transportation Programs
490710 (revenue)/TBD (expenses)

ACTION REQUESTED:
Community Health and Safety Department respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202930**

Contractor: **North Central New Mexico Economic Development District-Non Metro AAA**

Description: **The American Rescue Plan Sub-Award will be used to provide services to eligible senior clientele.**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

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

[☐] Approved by Council Date: _____

Contract / Lease: 2021-22-60026

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Delaney (Nov 19, 2021 14:03 MST) Nov 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Acceptance of Grant funds- RFP to be issued to expend funds for services with-in FY22- No procurement

4. **Funding Source: NCNMEDD AAA Revenue 490710** **Org / Object:** _____

Andy Hopkins (Nov 18, 2021 09:44 MST) Nov 18, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Expense Org:2410115,2410114,2410113, Objects TBD**

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

AMERICAN RESCUE PLAN SUB-AWARD

City of Santa Fe hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long-Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
Attachment: FY22 Units of Service -Crosswalk - Definitions

C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed $310,328.00. Said aggregate amount is to be derived from the following sources.

1. $110,749.00 from ARP Title III-B of the OAA;
2. $65,478.00 from ARP Title III-C1 of the OAA;
3. $63,005.00 from ARP Title III-C2 of the OAA;
4. $0.00 from ARP Title III-D of the OAA; and
5. $71,096.00 from ARP Title III-E of the OAA;

E. Payment for services shall be consistent with all applicable federal and state laws and regulations.

F. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
   a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
   b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
   c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.

10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.

5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*
The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental Subrecipient Contractors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under

the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

5. For those Subrecipient Contractors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

I. *Equal Opportunity Compliance.*

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

J. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.
This Agreement **shall begin on July 1, 2021, and terminate on June 30, 2022,** unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.
A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient

Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES FOR VIOLATION OF LAW.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date. time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.

5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

AGENCY:
NCNMEDD
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

City of Santa Fe:
_____
_____
_____
_____

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	July 1, 2021
Date	*Date*

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

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 29, 2021 13:18 MDT)

_____

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

2410113, 2410114, 2410115/OBJECTS VARIOUS

_____

ORG/OBJECT AJH

AJH

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; (Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710).

COMMITTEE	**REVIEW:**
Finance Committee:	11/29/2021
Quality of Life:	12/1/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Human Resources	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Incentives (Retention)	1000231	502200		2,400,000	
Incentives (Hiring Bonus)	1000231	502200		300,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
State Shared Gross Receipts Tax	1000001	412100		(2,007,640)	
Municipal Gross Receipts Tax	1000001	401300		(692,360)	
				$ -	$ -

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates (including GRT settlement payment from the New Mexico Taxation and Revenue Department) to provide retention incentives and recruitment/sign-on incentive payments to address retention and recruitment. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Bernadette Salazar
Bernadette Salazar (Nov 24, 2021 15:36 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
FROM: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
Bernadette Salazar, HR Director Bernadette Salazar
Bernadette Salazar (Nov 24, 2021 15:36 MST)
RE: FY22 Budget Adjustment- Retention and Hiring Incentives
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the amount of $2,700,000 to fund a retention and hiring incentive. (Jarel LaPan Hill, City Manager, jlhill@santafenm.gov; 505-955-6534; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

FY22 Midyear Budget Adjustment – Citywide Retention and Hiring Incentive

The City is proposing to use the $2.4 million in one-time revenue to fund a retention incentive for all City employees, with the exception of temp employees and elected officials. The retention incentive would pay 1,200 current classified, term and exempt employees the equivalent of $1,000 initially and would pay employees another $1,000 effective at a subsequent date per the policy.

The City is requesting to fund $300,000 for hiring incentives for the remainder of FY22. The hiring incentive would be effective in December 2021 and would employees $1,000 after the first full pay period worked.

Retention and hiring incentives are intended to aid in the employment and retention of individuals for City positions that are difficult to fill due to labor market shortages and that, if vacant, impair a department's ability to deliver services.

The funding source for to support the one-time retention incentives for City employees is the $2.4 million settlement the City received from the Taxation and Revenue Department in October 2021. The funding source for the $300 thousand in expenses for a hiring incentive will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Human Resources/1000231

Munis Object Name/Number: Incentives/502200

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the amount of $2,700,000 to fund a retention and hiring incentives. (Jarel LaPan Hill, City Manager, jlhill@santafenm.gov; 505-955-6534; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
ECONOMIC DEVELOPMENT/ECONOMIC DEVELOPMENT OPS	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	2122800	500110		66,938	
Operating Transfer to Economic Development Fund	1002800	750212		38,310	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
State Shared Gross Receipts Tax	2122800	412100		(28,628)	
Municipal Gross Receipts Tax	1000001	401300		(38,310)	
Operating Transfer from General Fund	2122800	650100		(38,310)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

Economic Development Ops - To fund frozen position 160032 Municipal Telecomm Architect and re-title to Broadband

Project Manager.

(see attached memo)

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Richard Brown
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Rich Brown, Community Development Director *Richard Brown*
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the amount of $66,938 including salaries and benefits to fund an existing unfunded Broadband Project Manager position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

FY22 Midyear Budget Adjustment – Community Development - Economic Development Department

The Department is requesting to fund an existing unfunded Broadband Project Manager in the amount of $66,938 including salaries and benefits for the remainder of FY22. In the next five years, the City will likely see over $50 million in direct and indirect services invested to create a robust broadband infrastructure to meet future demand. As we move into 2022, the designated Broadband Project Manager will address the need for a broadband industry professional to create, collaborate and monitor the following initiatives:

• Anticipated City-wide broadband franchise agreement with Vexus Fiber
• Public WiFi Project delivered to underserved census tracts
• RFP for Broadband pipeline and services contract that emanates from our Railyard Market Station HUB
• Midtown Redevelopment broadband infrastructure planning to support potential Film Studio sale, with expansion of film-editing industry sector
• With Albuquerque and Los Alamos, Santa Fe is part of the 'Innovation Triangle' with potential locations for growth from downtown to the Cerrillos Road Corridor going south
• Biden Infrastructure & Jobs Act – Broadband infrastructure grant funding.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

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FY22 Midyear Budget Adjustment Summary

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- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
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- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/100 and Economic Development/Fund 212

Munis Org Name/Number: Economic Development Ops/2122800

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the amount of $66,938 including salaries and benefits to fund an existing unfunded Broadband Project Manager position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico

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

TO: Quality of Life Committee and Governing Body

FROM: Andy Hopkins, Budget Officer AJH

VIA: Mary McCoy, Finance Director Mary McCoy

RE: Land Use Budget Adjustment

DATE: November 30, 2021

ITEM AND ISSUE: On November 29, 2021 an item (7-t) was considered at the Finance Committee meeting that would provide for the use of Gross Receipts Tax (GRT) revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates in order to fund the following position changes in the City of Santa Fe Land Use Department: 1) to fund salary increases for Construction Inspector and Construction Inspector Supervisor positions in the Inspections and Enforcement Division; 2) to fund one (1) existing frozen/unfunded Senior Planner position in the Historic Preservation Division; 3) to fund one new Full-Time Equivalent (1 FTE) Engineer position in the Technical Review Division; and 4) to fund one (1) existing frozen/unfunded Assistant Land Use Director position in the Land Use Administration Division. This item included a Budget Amendment Resolution (BAR) incorporating the following changes to the FY22 Budget: 1 an increase to the salaries budget in the Inspections and Enforcement Division (MUNIS org code 1000291) totaling $45,000; 2) an increase to the salaries budget in the Historic Preservation Division (MUNIS org code 1004650) totaling $52,334; 3) an increase to the salaries budget in the Technical Review Division (MUNIS org code 1004850) totaling $60,000; 4) an increase to the salaries budget in the Land Use Administration Division (MUNIS org code 1004501) totaling $74,289; and 5) an increase to the General Fund revenue budget for Municipal GRT (MUNIS org code 1000001) amounting to the sum total of the above expenditure increases ($231,623).

The Finance Committee approved this item, but also included an amendment to the item approving all the position changes with the exception of the Assistant Land Use Director position. This item is included as item 6-k on the agenda for the Quality of Life Committee meeting scheduled for Wednesday, December 1, 2021. The revised BAR will be included in the agenda packet for this meeting, incorporating the changes approved by Finance Committee. These changes include elimination of the increase of $74,289 in the salaries budget of the Land Use Administration Division [see 4) above], and a corresponding

decrease to the amount to be added to the General Fund Municipal GRT budget [see 5) above], from $231,623 to $157,334. The memo accompanying this revised BAR was also amended accordingly.

In addition to these changes, the caption for this item on the Quality of Life December 1, 2021 meeting agenda and on the agenda for the Governing Body meeting scheduled for December 8, 2021 should be revised accordingly. The original caption for this item read as follows:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

This caption should be amended to read as follows:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $157,334 to fund salary increases for existing Construction Inspector and Construction Inspector Supervisor positions, to fund an existing unfunded/frozen Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

ACTION REQUESTED: Approval is requested for the FY22 BAR and agenda captions for the aforementioned position changes in the Land Use Department.

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

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

DEPARTMENT / DIVISION NAME	DATE
PLANNING & LAND USE	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Inspections & Enforcement)	1000291	500110		45,000	
Salaries (Historic Preservation)	1004650	500110		52,334	
Salaries (Technical Review)	1004850	500110		60,000	
Salaries (Land Use Administration)	1004501	500110		74,289	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(231,623)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following; 1) Inspections & Enforcement - To fund increases for 8 Construction Inspectors. 2) Historic Preservation - To fund increase for Construction Inspector. 3) Technical Review - To fund 1 New FTE Engineer. 4) Land Use Admin - To fund frozen position position Assistant Land Use Director. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Richard Brown
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Rich Brown, Community Development Director *Richard Brown*
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

FY22 Midyear Budget Adjustment – Community Development – Planning and Land Use

The Department is requesting salary increases for Construction Inspectors and Construction Inspector Supervisors to retain qualified employees and hire in additional qualified employees to support operations of the Inspections Division. This adjustment will also help resolve chronic compaction issues that have plagued this division for years. The total amount requested for the FY22 budget adjustment is $45,000.

The Department is requesting to fund an existing unfunded Assistant Land Use Director position (position #190007) in the amount of $74,289 for the remainder of FY22. This position is critical to the Department in order to properly manage the Current Planning Division, Historic Division, and MPO Division. Due to the important functions of these Divisions oversight and guidance is necessary in order to assure consistent efficiency.

The Department is requesting to fund an existing unfunded Senior Planner position (position #190017) in the amount of $52,334 for the remainder of FY22. This position would assist in the Historic Preservation Division in which we have seen the dire need for additional staff due to dramatic increase in caseload. Management of these cases are currently handled by only two Senior Planners. A third Senior Planner would alleviate and more equally distribute the case load which would provide applicants the proper attention and proficient management of each case.

The Department is requesting approval of one new FTE for an Engineer position and the corresponding funding in the amount of $60,000 for salaries and benefits for the remainder of FY22. This position would assist the Technical Review Division with higher level engineering review. Currently the division does not have a staff Engineer on board and have had to contract out these responsibilities for assistance with subdivision reviews.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well

ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Planning and Land Use/ Various
Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:
Approval is requested of the FY22 midyear budget adjustment.

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

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

DEPARTMENT / DIVISION NAME	DATE
PLANNING & LAND USE	11/30/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Inspections & Enforcement)	1000291	500110		45,000	
Salaries (Historic Preservation)	1004650	500110		52,334	
Salaries (Technical Review)	1004850	500110		60,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(157,334)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) Inspections & Enforcement - to fund salary increases for construction Inspectors and construction inspector supervisors;

2) Historic Preservation - to fund a frozen Senior Planner position; and 3) Technical Review - to fund 1 New FTE Engineer.

See attached memo. *(BAR revised at 11/29/21 FC Meeting - removed Asst Land Use Director position)*

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/30/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Richard Brown
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Rich Brown, Community Development Director *Richard Brown*
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $157,334 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

FY22 Midyear Budget Adjustment – Community Development – Planning and Land Use

The Department is requesting salary increases for Construction Inspectors and Construction Inspector Supervisors to retain qualified employees and hire in additional qualified employees to support operations of the Inspections Division. This adjustment will also help resolve chronic compaction issues that have plagued this division for years. The total amount requested for the FY22 budget adjustment is $45,000.

The Department is requesting to fund an existing unfunded Senior Planner position (position #190017) in the amount of $52,334 for the remainder of FY22. This position would assist in the Historic Preservation Division in which we have seen the dire need for additional staff due to dramatic increase in caseload. Management of these cases are currently handled by only two Senior Planners. A third Senior Planner would alleviate and more equally distribute the case load which would provide applicants the proper attention and proficient management of each case.

The Department is requesting approval of one new FTE for an Engineer position and the corresponding funding in the amount of $60,000 for salaries and benefits for the remainder of FY22. This position would assist the Technical Review Division with higher level engineering review. Currently the division does not have a staff Engineer on board and have had to contract out these responsibilities for assistance with subdivision reviews.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 14 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Planning and Land Use/ Various
Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:
Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

FINANCE COMMITTEE ACTION:
Approved as amended-approval with the exception of the funding for the Assistant Land Use Director position

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-Councilor Abeyta made motion to Approve with the exception of funding or Assistant Land Use Director position

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
COMMUNITY HEALTH & SAFETY/COMMUNITY SERVICES/COMMUNITY SERVICES ADMIN	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	1001001	500110		169,500	
Gas Utility Service	1001001	513950		1,000	
Water Utility Service	1001001	514000		16,000	
Rep Maint Furn/Fix/Equip	1001001	520300		2,000	
Operating Supplies	1001001	530200		14,000	
Safety Supplies	1001001	530300		1,000	
Gasoline	1001001	531000		1,500	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(205,000)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

Community Services Admin - To fund 4.5 New FTE for Mobile Hygiene Street Outreach Program and Operations.

(see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Kyra Ochoa
Kyra Ochoa (Nov 24, 2021 14:35 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa (Nov 24, 2021 14:35 MST)
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 including salaries and benefits to create and fund 4.5 new FTEs, one Navigator, three Park Rangers and a half-time Custodian, and operating costs for a City operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

FY22 Midyear Budget Adjustment – Community Health and Safety

Community Services Department- Admin Division

BACKGROUND AND SUMMARY:

The number of unsheltered people experiencing unsheltered homelessness in Santa Fe is estimated to be approximately 250, however we lack a system that will allow us to determine an exact number and plan accordingly. These unsheltered individuals, who are sleeping in arroyos, parks, in cars and on streets, have little to no access to showers, hand washing, toilets or other hygiene services. With the COVID19 pandemic, the lack of services presents a threat to public health. As of 11/18/2021, the CRM system managed by Constituent Services lists 29 encampments reported in the previous 45 days. The system shows that there are 90 encampments active at this time, and many residents are concerned and alarmed about encampments in their neighborhoods. The issue of unsheltered people, who are unconnected to basic services and lacking a pathway to stable housing, has become an acute problem for all city residents.

In response to the COVID19 pandemic, the Community Services Department used CARES funds to purchase a Mobile Hygiene Unit (MHU) and Ford F250 pickup truck to provide essential hygiene services and outreach to people experiencing homelessness, including entering them

into the New Mexico Coalition to End Homelessness's database, allowing us to understand the scope of the problem and connect individuals to housing resources.

The Youth and Family Services Division prepared and released an RFP in July 2021 for the operation of the MHU and provision of outreach services to unsheltered people. Unfortunately, we received no responses, with local non-profit partners citing capacity issues in workforce. Because the need to provide hygiene services and forge relationships with unsheltered people in order to connect them with behavioral health, shelter, and housing has not diminished, the Community Services Department proposes operating the MHU and street outreach as a permanent direct service to be provided by City employees under the direction of the Community Health and Safety Department.

The MHU would be supervised by the Youth and Family Services Program Manager, an existing position. The Department is requesting approval of $205,000 including salaries and benefits to create an d fund 4.5 new FTEs and operating costs for a City operated Mobile Hygiene Unit for the remainder of FY22. The requested new FTE include one Navigator, three Park Rangers and a half-time Custodian, for a total new FTE's of 4.5.

BACKGROUND

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

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Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

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- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;

- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Community Services Admin/1001001

Munis Object Name/Number: Salaries and Operations/Various

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 including salaries and benefits to create and fund 4.5 new FTEs, one Navigator, three Park Rangers and a half-time Custodian, and operating costs for a City operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services / Seniors	11/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Operating Transfer to Seniors Grants Fund	1000111	750241		602,413	
WIP Design - MEG Senior Center Expansion/Renovation	3459981	572960	SSD2124113	358,865	
WIP Construction - MEG Senior Center Expansion/ Renovation	3459981	572970	SSD2124113	2,484,852	
Remodeling & Replacement - MEG Senior Center Expansion/Renovation	2410111	572500			(2,843,717)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Agency on Aging	2410111	490240			630,165
Area Agency on Aging - State	2410111	490710			49,907
Operating Transfer from General Fund	2410111	650100		(602,413)	
NM Dept of Finance and Administration	2410111	490210			2,816,717
NM Dept of Finance and Administration	3459981	490210	SSD2124113	(2,843,717)	
State Shared Gross Receipts Tax	1000001	412100		(602,413)	
				$ (602,413)	$ 653,072

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to correct an error in Seniors revenue budget - State Agency on Aging revenue has been expended and should not have been carried forward into FY22. General Fund match will need to be increased to cover the difference. Also, move Seniors CIP grant for Mary Esther Gonzales Senior Center expansion/renovation to proper CIP fund. Additional Gerneral Fund amount needed is $602,413, accounting for $50,659 in revenue over expenses already budgeted in Seniors. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/22/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Kyra Ochoa
Kyra Ochoa (Nov 24, 2021 13:34 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

FY22 Midyear Budget Adjustment – Community Health and Safety Community Services Department- Seniors Division

The budget adjustment is needed to correct an error in the Community Services, Seniors Division revenue budget. The State Agency on Aging revenue has been expended and should not have been carried forward into FY22. General Fund match will need to be increased to cover the difference. Additional General Fund amount needed is $602,413. Also, the BAR moves Seniors CIP grant for Mary Esther Gonzales Senior Center expansion/renovation to proper CIP fund.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100 & Grants/Fund 241

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Purchasing)	1001700	500110		35,764	
Salaries (Treasury)	1000151	500110		103,956	
Salaries (Accounts Payable)	1000155	500110		50,960	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(190,680)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) Purchasing - To fund frozen position 110172 Project Specialist. 2) Treasury - To fund frozen positions 140007 Project Specialist and 140092 Treasury Officer. 3) Accounts Payable - to fund frozen position 110171 Accounting Financial Analyst

(see attached memo)

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Mary McCoy
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
FROM: Mary McCoy, Finance Director Mary McCoy
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 including salaries and benefits to fund existing unfunded positions include AP Accounting Financial Analyst, Contracts Project Specialist, Cashier Project Specialist, and Treasury Officer. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

FY22 Midyear Budget Adjustment – Finance Department

The Department is requesting to fund an existing unfunded Accounting Financial Analyst position for Accounts Payable (position #110171) in the Accounting Division in the amount of $50,960 including salaries and benefits for the remainder of FY22. This position is critical to the Department in order to remain current with payments to vendors, to complete account reconciliations, review pending invoices for check processing, and assist with completing the day-to-day Accounts Payable operations for the City. Currently, Accounts Payable only has two positions to support all City Departments.

The Department is requesting to fund an existing unfunded Project Specialist position for Contracts (position #110172) in the Purchasing Division in the amount of $35,764 including salary and benefits for the remainder of FY22. This position is critical to the Department in order to effectively route and manage the e-signature process, including contracts and all essential documents that require multiple signatures, from beginning to end for all City Departments.

The Department is requesting to fund an existing unfunded Cashier Project Specialist position for the Cashier's Office (position #140007) in the amount of $35,764 including salary and benefits for the remainder of FY22. This position is critical to the Department as a higher volume of transactions are occurring in person again.

The Department is requesting to fund an existing unfunded Treasury Officer position (position #140092) in the amount of $68,191 including salary and benefits for the remainder

of FY22. This position is critical to the Department to oversee and manage cash management and collections, proper deposit of cash receipts, collection and processing of receivables and will oversee activities related to federal and state funding.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT

distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Accounting/1000142, Treasury/1000151, Purchasing/1001700
Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 including salaries and benefits to fund existing unfunded positions include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government - City Attorney, Community Engagement - Constituent Services	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (City Attorney)	1002550	500110		149,883	
Salaries (Constituent Services)	1002575	500110			(91,373)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(58,510)	
				$ 91,373	$ (91,373)

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

City Attorney - To fund 1 New FTE IPRA Manager, Transfer position Council Liasion & Public Info Ofc/IPRA Analyst from

Constituent Services to City Attorney and retitle as Policy Analyst & IPRA Analyst respectively.

See attached memo.

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Erin K. McSherry, City Attorney
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

FY22 Midyear Budget Adjustment – City Attorney's Office

The Department is requesting to fund and create one new FTE for an IPRA Manager position and the corresponding funding in the amount of $58,510 for the remainder of FY22. This new position will address the increase of IPRAs, which has reached an astoundingly high number of 6529 requests received in one year. See attached Nextrequest report for November 9, 2020 through November 9, 2021. With this escalation of workload, response times will continue to get longer and there is a risk of making mistakes with confidential records and/or completeness of responses. Providing IPRA responses in a timely manner is a statutory requirement. Without additional personnel, oversight, and management of this core City function, there is diminished transportation and an increasing risk of successful litigation against the City.

The Department is also requesting to transfer the vacant and funded Council Liaison position (position # 110076) and the associated funding of $43,232 for the remainder of the FY22 from the Council and Constituent Services Division of the Community Engagement/City Clerk Department to the City Attorney's Office. This position would be reclassified as a "Policy Analyst" and work with the City Attorney's legislative office.

The Department is requesting to transfer the filled and funded "Public Information Officer/IPRA Analyst position (position # 160031) and the associated funding of $48,141 for the remainder of the FY22 from the Council and Constituent Services Division of the Community Engagement/City

Clerk Department to the City Attorney's Office. This position is currently 100% dedicated to responding requests for police IPRAs.

BACKGROUND:

FY22 First Quarter Financial Performance Report:

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary:

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: City Attorney/ 1002550

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
First motion to amend-Not Approved

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-Councilor Villarreal made motion to Amend as follows: Approve the FTE-IPRA Manager and wait on the transfer of 2 positions to CAO

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government - City Manager	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (City Manager's Office)	1000035	500110		72,330	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(72,330)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund frozen Chief of Staff position. See attached memo.

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jarel LaPan Hill
Jarel LaPan Hill (Nov 29, 2021 08:44 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
FROM: Jarel LaPan Hill, City Manager Jarel LaPan Hill
Jarel LaPan Hill (Nov 29, 2021 09:44 MST)
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 including salaries and benefits to fund an existing unfunded Chief of Staff position. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 505-955-6534)

FY22 Midyear Budget Adjustment – General Government

The Department is requesting to fund an existing unfunded Chief of Staff position (position # 130004) in the amount of $72,330 including salary and all benefits for the remainder of FY22. This position is critical to the Department in order to continue working on city priorities.

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020

is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: City Manager's Office/ 1000035

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 including salaries and benefits to fund an existing unfunded Chief of Staff position. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 505-955-6534)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body:	12/08/2021

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government - Municipal Court	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Municipal Court)	1002700	500110		84,411	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(84,411)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund 3 frozen Municipal Court Clerk positions. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — Prepared By *{print name}* — 11/23/2021 Date

Division Director Signature *{optional}* — Date

Virginia Vigil
Virginia Vigil (Nov 24, 2021 15:51 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Virginia Vigil, Municipal Court Judge Virginia Vigil (Nov 24, 2021 12:51 MST)
Jacqueline Baca, Deputy Court Finance Administrator
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 including salaries and benefits to fund three existing unfunded Municipal Court Clerk positions. (Jacqueline Baca, Deputy Court Finance Administrator, jybaca@santafenm.gov, 505-955-5054)

FY22 Midyear Budget Adjustment – Municipal Court

The Department is requesting to fund three existing unfunded Municipal Court Clerk positions (position # 170016, 170017, 170018) in the amount of $84,411 including salary and all benefits for the remainder of FY22. These positions are critical to the Department maintain a critical workload of the Municipal Court.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer

spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Municipal Court/1002700

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 including salaries and benefits to fund three existing unfunded Municipal Court Clerk positions. (Jacqueline Baca, Deputy Court Finance Administrator, jybaca@santafenm.gov, 505-955-5054)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Human Resources	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	1000231	500110		54,362	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(54,362)	
				$ -	$ -

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates

to fund 1 New FTE Human Resources Recruitment Specialist.

See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Bernadette Salazar
Bernadette Salazar (Nov 24, 2021 14:09 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Bernadette Salazar, HR Director Bernadette Salazar
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to fund and create one new FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

FY22 Midyear Budget Adjustment – Human Resources Department

The Department is requesting approval of a one new FTE for an HR Recruitment Specialist position and the corresponding funding in the amount of $54,362 for salaries and benefits for the remainder of FY22. This position is critical to the Department in order to assist departments in hiring new employees to fill vacant positions. The City of Santa Fe, like many other organizations nationally, are challenged with recruitment and retention of employees. Adding resources to assist departments with recruitment planning and more immediate communications with applicants will increase the success rate of filling vacant positions.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the

positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Human Resources/ 1000231

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to fund and create one new FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body:	12/08/2021

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Municipal Recreation Complex	11/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Repair & Maintenance - Grounds & Roadways	5300273	520200		152,000	
Salaries (MRC)	5300271	500110		52,334	
Operating Transfer to Municipal Recreation Complex Fund	2160001	750530		94,334	
Operating Transfer to Municipal Recreation Complex Fund	3654150	750530		110,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	2160001	401500		(94,334)	
Capital Outlay Gross Receipts Tax	3650001	401400		(110,000)	
Operating Transfer from 1/2% GRT Income Fund	5300271	650216		(94,334)	
Operating Transfer from 1/2% GRT Income Fund	5300271	650365		(110,000)	
				$ -	$ -

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund MRC operating and capital needs, including: greens aeration ($10,000); additional seeding, fertilization and sprays for existing and new turf ($12,000); irrigation system parts ($20,000); repair & restoration of the sports field bunkers ($60,000); and repair of the softball field lights ($50,000). Also includes allocation to fund Frozen position Parks Superintendent ($52,344).

See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/22/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 24, 2021 14:03 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler
Melissa McDonald, Acting Parks and MRC Director
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Recreation Complex Division of the Public Works Department in the Amount of $204,334 to fund existing unfunded MRC Parks Superintendent position and to fund MRC operations and repairs. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Department is requesting to fund an existing unfunded MRC Parks Superintendent positions (position # 180228) in the amount of $52,334 including salary and all benefits for the remainder of FY22. These positions are critical to the Department maintain a critical workload of the Municipal Recreation Complex.

The Department is requesting to fund MRC operations totaling $102,000 including:

- Greens aeration - $10,000
- Additional seeding - $2,000
- Additional fertilization & sprays for existing and new turf- $10,000
- Irrigation parts- $20,000
- Repair and Restoration of the Bunkers- $60,000

In addition, the Department is requesting to fund repairs of the switchboard at the softball fields totaling $50,000. This system was damaged due to lighting strikes this past summer. The system is outdated and a total replacement with a newer system is required. Currently, there are no lights available at the fields, which will limit our ability to rent the space as well as restrict the leagues game times.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Various

Munis Org Name/Number: MRC Admin /5300271 and MRC - Sports Fields/ 5300273

Munis Object Name/Number: Salaries/ 500110 and Repairs & Maintenance Grounds/520200

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Recreation Complex Division of the Public Works Department in the Amount of $204,334 to fund existing unfunded MRC Parks Superintendent position and to fund MRC operations and repairs. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks, Trails & Watershed	11/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Remodeling & Replacement (capital needs)	1004150	572500		212,804	
Service Contracts (weed control services)	1004150	510310		30,000	
Operating Transfer to General Fund	3654150	750100		212,804	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
State Shared Gross Receipts Tax	1000001	412100		(30,000)	
Capital Outlay Gross Receipts Tax	3650001	401400		(212,804)	
Operating Transfer from 1/2% GRT Income Fund	1000001	650365		(212,804)	
				$ -	$ -

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund Parks operating and capital needs, including: Plaza benches ($18,000); Ragle Park ball fields fencing ($18,804); Ragle Park play structure & slide ($176,000); and weed control services ($30,000). See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/22/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 24, 2021 14:02 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 24, 2021 14:02 MST)
Melissa McDonald, Acting Parks and MRC Director
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Public Works Department in the Amount of $242,804 to fund Parks capital and operating expenses. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Department is requesting to fund Parks Capital expenses totaling $212,804 including:

- Ragle Park ball fields fencing -$18,804
- Ragle Park play structure & slide- $176,000
    - The Parks Division will remove and replace the existing play structure and slide at Ragle Park. The tube slide has become deformed and sharp edges are now present within the tube. This is a great risk for causing injury. Staff is recommending to remove and replace the slide, the foam safety mulch underneath, and add climbing mounds.
- Plaza benches - $18,000
    - The benches on the historic Santa Fe Plaza are rusting and in disrepair. Friends of the Plaza have been requesting that the benches be repaired or replaced. It is most economical to replace the benches in bulk. The Parks Division will replace 33 benches with these funds.

The Department is requesting an additional $30,000 to fund vegetation removal on the medians. The Division's plan to pull weeds this winter is a new feature of our strategy, adding additional support in the spring would increase our level of service.

BACKGROUND:

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The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

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Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

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The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100 & ½% GRT/Fund 365
Munis Org Name/Number: Parks, Trails & Watershed Adm/1004150
Munis Object Name/Number: Various

ACTION REQUESTED:
Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Public Works Department in the Amount of $242,804 to fund Parks capital and operating expenses. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body:	12/08/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Parking	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Parking)	5350452	500110		74,123	
Operating Transfer to Parking Fund	2160001	750535		74,123	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	2160001	401500		(74,123)	
Operating Transfer from Municipal GRT Fund	5350452	650216		(74,123)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund 2 frozen

Parking positions: Administrative Manager and Account Technician

(see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 24, 2021 13:51 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 24, 2021 13:51 MST)
Noel Correia, Parking Division Director
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to fund existing unfunded Administrative Manager and Account Technician positions. (Noel Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Department is requesting to fund an existing unfunded Administrator Manager (position #110044) in the amount of $45,986 and the Account Technician (position # 140022) in the amount of $28,137 including salary and all benefits for the remainder of FY22.

The Parking Division has extensive administrative, customer service, revenue generating and cash handling responsibilities and these two positions are critical to perform these responsibilities consistently and effectively.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the

positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Parking/Fund 530

Munis Org Name/Number: Parking/ 5350452

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to fund existing unfunded Administrative Manager and Account Technician positions. (Noel Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Streets & Drainage Maintenance	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Streets & Sweeping)	1000086	500110		33,918	
Salaries (Streets Admin)	1000471	500110		36,888	
Salaries (Streets-Concrete Unit)	3300087	500110		24,676	
Salaries (Streets - Gas Tax)	3306250	500110		24,951	
Operating Transfer to General Fund	3650142	750100		70,806	
Operating Transfer to Streets/Gas Tax Fund	3650142	750330		49,627	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Gross Receipts Tax	3650001	401400		(120,433)	
Operating Transfer from 1/2% GRT Income Fund	1000001	650365		(70,806)	
Operating Transfer from 1/2% GRT Income Fund	3300087	650365		(24,676)	
Operating Transfer from 1/2% GRT Income Fund	3306250	650365		(24,951)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) - Streets & Sweeping Admin increases for Equipment Operators & Supervisors. 2) - Streets & Drainage Admin increases

for Equipment Operators & Supervisors. 3) - SDM - Concrete Unit increases for Equipment Operators & Supervisors.

4) - Streets & Drainage - Gas Tax increases for Equipment Operators & Supervisors.

(see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
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
Budget Officer — Date

Division Director Signature *{optional}* — Date

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

Regina Wheeler
Regina Wheeler (Nov 24, 2021 13:48 MST)
Department Director Signature — Date

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler
Thomas Martinez, Director of Operations and Maintenance
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets & Drainage Division of the Public Works Department in the Amount of $120,433 to fund salary increases for Streets Maintenance and Operation positions to assist in recruitment and retention. (Thomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Streets Division of the Public Works Department currently has 9 open positions out of 28 for our crew (32% vacancy). The Department has advertised these vacant operator positions 7 times in the last 1.5 years with almost no success in recruiting qualified applicants. We are in a highly competitive market for these highly skilled positions, with internal city divisions along with external companies who are now offering $21.00 - $28.00 per hour with medical, dental and PTO time as benefits and the ability to start the pay according to years of experience.

The Streets Division is requesting to increase the pay for Streets Supervisors, Streets Equipment Operators and Streets Maintenance Worker Sr positions to achieve staffing levels required to maintain safe streets, storm water drains and city right of way infrastructure including Cerrillos and St Michael's Drive which just became City's responsibility this year. The total amount requested for the FY22 budget adjustment is $70,806 in the General Fund and $49,627 in the CIP Streets & Roadways fund for a total of $120,433.

BACKGROUND:

FY22 First Quarter Financial Performance Report

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Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of $120,433 to fund salary increases for Streets Maintenance and Operation positions to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Transit	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Transit Admin)	5400091	500110		73,808	
Salaries (Paratransit)	5400094	500110		22,379	
Operating Transfer to Transit Fund	2160001	750540		96,187	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	2160001	401500		(96,187)	
Operating Transfer from Municipal GRT Fund	5400091	650216		(73,808)	
Operating Transfer from Municipal GRT Fund	5400094	650216		(22,379)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) - Transit O&M Admin increases for Transit Driver III & Dispatch Supervisor positions. 2) - Paratransit Operations increases for Transit Driver II positions.

(see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 27, 2021 16:20 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler
Thomas Martinez, Director of Operations and Maintenance
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to fund salary increases for Transit Driver I, II, III & Dispatch Supervisors to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Transit Division of the Public Works Department has 22 Driver III positions vacant, out of 53 total and two Driver II positions vacant out of 18. The Division has advertised for these positions 8 times in the last 1.5 years and have had a little response for these jobs. We are losing personnel to companies like RTD Park and Ride, Pepsi, Santa Fe Public Schools, Facebook and Netflix which all have higher pay and offer competitive benefits along with sign on bonuses. The Transit Division is requesting to increase the pay for Transit Driver I, II, III & Dispatch Supervisor positions to assist in recruitment and retention for these critical positions.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this

point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

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FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21