



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

---

## SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Quality of Life committee meeting will be conducted virtually.

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

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafem-gov.zoom.us/j/88358017911?pwd=QlIXdXJhanJVdFdXK2NWYjF0ZEw2QT09>.

**Passcode: 360791**

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 883 5801 7911 - Passcode: 360791**

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

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

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



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

---

## 5. APPROVAL OF MINUTES

- a. Approval of Minutes from the February 2, 2022 Quality of Life Committee meeting.
- b. Approval of Minutes from the February 16, 2022 Quality of Life Committee meeting.

## 6. PRESENTATIONS

- a. Midtown Progress Report: Community Development Department Presentation (Rich Brown, Director of Community Development Department; [rbrown@santafenm.gov](mailto:rbrown@santafenm.gov); [\(505\)955-6625](tel:5059556625) and Daniel Hernandez, Midtown Project Manager - Presentation: Public Engagement Report - Key Findings by the UNM Design & Planning Assistance Center and Midtown Engagement Partners.

## 7. ACTION ITEMS: CONSENT

- a. Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County Transferring \$65,000 of City of Santa Fe Office of Economic Development Funds (2122800.510340) to Santa Fe County for the Santa Fe Film Office (SFFO) to Hire an Additional Full Time Employee to Assist the Director in the Business Development and Management of the ever-growing Local Film Production Sector in the City and County. (Rich Brown, Community and Economic Development Director: [rbrown@santafenm.gov](mailto:rbrown@santafenm.gov), 505-955-6625).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works/Utilities Committee: 3/7/2022

Economic Development Advisory Committee: 3/9/2022

Governing Body Meeting: 3/9/2022

- b. CONSIDERATION OF RESOLUTION 2202-\_\_\_ (Councilor Rivera, Councilor Cassutt, Councilor Villarreal, and Councilor Romero-Wirth, Councilor Lindell)



City of Santa Fe

# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

A Resolution Proclaiming Severe Or Extreme Drought Conditions Exist In The City Of Santa Fe; Imposing Fire Restrictions From March 10, 2022, To April 10, 2022; Restricting The Sale Or Use Of Fireworks Within The City Of Santa Fe And Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Fire Marshal, [gggriego@santafenm.gov](mailto:gggriego@santafenm.gov), 505-955-3317; Brian Moya, Fire Chief, [bjmoya@santafenm.gov](mailto:bjmoya@santafenm.gov), 505-955-3111)

## **COMMITTEE REVIEW**

Introduced 2/23/2022

Quality of Life 3/2/2022

Public Works and Utilities 3/7/2022

Governing Body 3/9/2022

- c. Request for Approval of Amendment No.1 to Contract #21-0335 with Homewise to Amend the Scope of Work and Increase the Amount of Mortgage Principal Reduction Assistance per Household from \$30,000 to \$80,000 (Alexandra Ladd, Director, Office of Affordable Housing, [agladd@santafenm.gov](mailto:agladd@santafenm.gov); 505-955-6346). **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/02/2022

Governing Body: 3/09/2022

- d. Request for the approval of Amendment No. 4 to the PSA with Vladimir Jones (PRACO) in the Total Amount of \$52,700 for Advertising Agency services for TOURISM Santa Fe for FY22; (Randy Randall, Executive Director, [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov), 505-955-6209).

## **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/9/2022

- e. Request for the Approval of Amendment No.1 to Contract Item #21-0325 to Decrease \$9,396 from the Original Contract Amount of \$304,000 for the Senior Volunteer Programs. Amended contract amount will equal \$294,604; State of New Mexico Aging and Long Term Services Department. (Gino Rinaldi, Division of Senior Services Director, [earinaldi@santafenm.gov](mailto:earinaldi@santafenm.gov), 505-955-4710.)

## **Committee Review:**

Finance Committee: 02/28/2022



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

Quality of Life Committee: 03/02/2022  
Governing Body: 03/09/2022

- f. Request for Approval of Amendment No. 1 to Professional Service Agreement 21-0395 between the City of Santa Fe and Artful Life, LLC for an Extension of Time Pursuant to Resolution 2021-56 Amending the Culture, History, Art, Reconciliation Truth (CHART). (Pauline Kamiyama, Director, Santa Fe Arts and Culture Department: [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov), 505-955-6653)

**Committee Review:**

Quality of Life Committee: 03/02/2022  
Governing Body: 03/09/2022

- g. Request for Approval of an Agreement with the State of New Mexico, Department of Information Technology, for Subscription Services to the Statewide Trunked Radio System (DTRS) at the Cost of Twenty Dollars (\$20) Per Radio, for an Estimated Annual Cost of up to \$150,000. (Manuel Gonzales, ITT Director: [mmgonzales@santafenm.gov](mailto:mmgonzales@santafenm.gov); 505-231-1749 and Joseph Abeyta, [jmabeyta@santafenm.gov](mailto:jmabeyta@santafenm.gov), 505-955-5518)

**Committee Review:**

Governing Body: 02/23/2022  
Finance Committee: 02/28/2022  
Quality of Life Committee: 03/02/2022  
Governing Body: 03/09/2022

- h. Request for Approval of a Budget Adjustment Resolution (BAR) in the Police Department in the Amount of \$2,979,997 to Fund Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.)

**Committee Review:**

Finance Committee: 2/28/22  
Quality of Life Committee: 3/2/2022  
Public Works & Utilities Committee: 3/7/2022  
Governing Body: 3/9/2022

- i. Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the Amount of \$250,000 to Fund



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

Feasibility Study and Architectural Plans for El Lucero Crossing LEDA Manufacturing Expansion. (Rich Brown, Community Development Department Director; [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov); 505-955-6625)

**Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

- j. Request for Approval of a Budget Adjustment Resolution (BAR) in the Tourism Department in the Amount of \$300,000 to Fund Advertising. (Randy Randall, Tourism Department Director, [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov); 505-955-6209.)

**Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

- k. Request for Approval of a Budget Adjustment Resolution (BAR) in the Arts and Culture Department in the Amount of \$300,000 to Fund Community Gallery Citywide Exhibition and Programming, Arts Education, Cultural Investment Funding Program (CIFP) and Culture Connects Focused Projects and Programming. (Pauline Kamiyama, Arts and Culture Department Director; [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov); 505-955-6653.)

**Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

- l. Request for Approval of a Budget Adjustment Resolution (BAR) in the Railyard Division of the Public Works Department in the Amount of \$350,000 to Fund Rail Corridor Safety and Railyard Platform #2 Design. (Sam Burnett, Facilities Division Director, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov), 505-955-5933 and James Garduno, Project Administrator, [jdgarduno@santafenm.gov](mailto:jdgarduno@santafenm.gov), 505-795-2439)

**Committee Review:**



City of Santa Fe

# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

Finance Committee: 2/28/2022  
Quality of Life Committee: 3/02/2022  
Public Works & Utilities Committee: 3/7/2022  
Governing Body: 3/9/2022

- m. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Parks Department in the Amount of \$1,040,000 to Fund Improvements in Various City Parks. (Melissa McDonald, Parks and Open Space Division Director, 505-955-6840, [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov) )

**Committee Review:**

Finance Committee: 2/28/2022  
Quality of Life Committee: 3/2/2022  
Public Works & Utilities Committee: 3/7/2022  
Governing Body: 3/9/2022

- n. Request for Approval of a Budget Adjustment Resolution (BAR) in the Facilities Division of the Public Works Department in the Amount of \$1,440,000 to Fund Repairs at Various City Facilities. (Regina Wheeler, Public Works Department Director; [rawheeler@santafenm.gov](mailto:rawheeler@santafenm.gov), 505-955-6622) **Committee Review:**

Finance Committee: 2/28/2022  
Quality of Life Committee: 3/2/2022  
Public Works & Utilities Committee: 3/7/2022  
Governing Body: 3/9/2022

- o. Request for Approval of a Budget Adjustment Resolution (BAR) in the Engineering Division of the Public Works Department in the Amount of \$1,500,000 to Fund Paint Striping Truck Replacement and Road markings, signal heads and signage. (Jose Lerma, Signal and Sign Shop Manager, 505-955-2341, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov))

**Committee Review:**

Finance Committee: 2/28/2022  
Quality of Life Committee: 3/2/2022  
Public Works & Utilities Committee: 3/7/2022  
Governing Body: 3/9/2022

- p. Request for Approval of a Budget Adjustment Resolution (BAR) in the Accounting Division of the Finance Department in the Amount of \$582,000



City of Santa Fe

# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

to Fund Audit Preparation Support for On Time FY22 Audit. (Ricky Bejarano, Accounting Officer; [rabejarano@santafenm.gov](mailto:rabejarano@santafenm.gov))

**Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

- q. Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division in the Public Works Department in the Amount of \$1,000,000 to Fund Pavement Rehabilitation and Maintenance and \$500,000 to Fund Traffic Signal Control Cabinet Replacement. (Mark Brooks, Streets Project Administrator, [mebrooks@santafenm.gov](mailto:mebrooks@santafenm.gov), 955-6622 and Jose Lerma, Signal and Sign Shop Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov), 505-955-2341)

**Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works/Public Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

- r. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of \$1,000,000 to Fund Eviction Prevention. (Julie Sanchez, Youth and Family Services Division Director, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov), 505-955-6678; Kyra Ochoa, Community Health and Safety Department Director; [krochoa@santafenm.gov](mailto:krochoa@santafenm.gov), 505-955-6603)

**Committee Review:**

Governing Body: 02/23/2022

Finance Committee: 02/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/09/2022

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**



City of Santa Fe

# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 02, 2022  
5:00 PM  
ATTEND VIRTUALLY

---

10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Wednesday, March 16, 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.**



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 02, 2022  
5:00 PM  
VIRTUAL MEETING

---

## 1. CALL TO ORDER

The meeting of the Quality of Life Committee was called to order by Chair Cassutt, on Wednesday, February 2, 2022, at 5:01 pm and was attended virtually.

## 2. ROLL CALL

### **Members Present:**

Councilor Jamie Cassutt  
Councilor Michael Garcia  
Councilor Renee Villarreal  
Member Lee Garcia  
Member Amanda Chavez

### **Members Excused:**

None

### **Others Attending:**

Kyra Ochoa, Community Services Department Director  
Jesse Guillen, Legislative Liaison  
Loretta Olguin, Clerk  
Brian Moya, Fire Chief  
Paul Joye, Attendee  
Rich Brown, Attendee  
Daniel Hernandez, Attendee  
Andres Mercado, Attendee  
John Blair, Attendee  
Regina Wheeler, Attendee  
Andrea Salazar, Attendee  
Elizabeth Martin, Attendee

A quorum was declared.

## 3. APPROVAL OF AGENDA

**MOTION:** Councilor Garcia moved, seconded by Member Chavez, to Approve the agenda as presented.

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



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 02, 2022  
5:00 PM  
VIRTUAL MEETING

---

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

## 4. APPROVAL OF CONSENT AGENDA

Items B and C were pulled for discussion by Councilor Michael Garcia.

**MOTION:** Councilor Garcia moved, seconded by Councilor Villarreal, to A motion was made by Councilor Michael Garcia, seconded by Councilor Villarreal, to approve the Consent Agenda as amended.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

## 5. APPROVAL OF MINUTES

## 6. ACTION ITEMS: CONSENT

- a. Request for Approval of Memorandum of Agreement with No Funding Attached to Establish a Formal Relationship between the City of Santa Fe Veterans Advisory Board (VAB) and the Santa Fe Veterans Alliance (SFVA). (Julie Sanchez, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov) and 505-955-6678).

**Committee Review:**

Finance Committee: 01/31/2022

Quality of Life Committee: 02/02/2022

Governing Body: 02/09/2022



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 02, 2022  
5:00 PM  
VIRTUAL MEETING

This item was approved on consent.

- b. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Mayor Webber, Councilor Cassutt, and Councilor Chavez)

A Resolution Adopting Next Steps for the Reuse and Redevelopment of the Midtown Property Including Applying for Land Use Rezoning, General Plan Amendment, and a Master Plan; Adopting a Community Development Plan; Issuing Certain Requests for Proposals; Conducting Certain Studies and Assessments; and Seeking the Acquisition of Land Located Within or Adjacent to the Midtown Site. (Rich Brown, Community and Economic Development Director: [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov), 505-955-6625)

**Committee Review:**

Introduced: 01/26/2022

Quality of Life Committee: 02/02/2022

Public Works and Utilities Committee: 02/07/2022

Economic Development Advisory Committee: 02/09/2022

Finance Committee: 02/14/2022

Governing Body: 02/23/2022

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

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- c. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Mayor Webber)

A Resolution Establishing Additional Legislative Funding Priorities Based on the Potential Availability of Additional Funding During the 2022 Legislative Session. (Rich Brown, Community Development Director, [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov), 505-955-6625)

**Committee Review:**



# MINUTES

Introduced at Governing Body: 01/26/2022  
Finance Committee: 01/31/2022  
Quality of Life Committee: 02/02/2022  
Public Works and Utilities Committee: 02/07/2022  
Governing Body: 02/09/2022

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

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- d. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Councilor Garcia, Councilwoman Villarreal, Councilor Cassutt, Councilor Romero-Wirth, and Councilor Rivera)

A Resolution Amending Resolution No. 2020-14 to Change the Location of the Banners Commemorating “Hometown Heroes” Along The Cerrillos Road Corridor Between I-25 and Rodeo Road to Between I-25 and the Intersection of St. Michaels Drive and Osage Avenue. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov)

**Committee Review:**

Introduced: 01/12/2022  
Public Works and Utilities Committee: 01/24/2022  
Finance Committee: 01/31/2022  
Quality of Life Committee: 02/02/2022  
Governing Body: 02/09/2022

This item was approved on consent.

- e. CONSIDERATION OF RESOLUTION 2022-\_\_\_ (Mayor Webber)



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 02, 2022  
5:00 PM  
VIRTUAL MEETING

A Resolution to Request Approval of Second Quarter Budget Amendments for Fiscal Year 2021/2022. (Andy Hopkins, Budget Analyst: ajhopkins@santafenm.gov, 505-955-6177)

**Committee Review:**

Introduced: 01/31/2022 (Finance Committee)

Finance Committee: 01/31/2022

Quality of Life Committee: 02/02/2022

Public Works and Utilities Committee: 02/07/2022

Governing Body: 02/09/2022

This item was approved on consent.

**7. PRESENTATION**

- a. "Alternative Response Unit Update": Kyra Ochoa, Director of Community Health and Safety; Interim Chief Paul Joye, Santa Fe Police Department; and Chief Brian Moya, Santa Fe Fire Department, and Battalion Chief Andres Mercado, Santa Fe Fire Department.

The presentation was made.

- b. "Top Arrests in 2021 and Progress on Harrison Road": Interim Chief Paul Joye and Sergeant Amanda Montano, Santa Fe Police Department.

The presentation was made.

**8. MATTERS FROM STAFF**

None.

**9. MATTERS FROM THE COMMITTEE**

None.

**10. MATTERS FROM THE CHAIR**

None.

**11. NEXT MEETING: February 16 2022**



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 02, 2022  
5:00 PM  
VIRTUAL MEETING

---

## 12. ADJOURN

There being no further business before the Committee the meeting adjourned at 7:55 pm.

*Loretta Olguin*

\_\_\_\_\_  
Liaison

\_\_\_\_\_  
Chair



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

---

## 1. CALL TO ORDER

The meeting of the Quality of Life Committee was called to order by Councilor Cassutt, Chair, at 5:01 pm, on Wednesday, February 16, 2022 and was attended virtually.

## 2. ROLL CALL

### **Members Present:**

Councilor Jamie Cassutt  
Councilor Michael Garcia  
Councilor Renee Villarreal  
Member Lee Garcia  
Member Amanda Chavez

### **Members Excused:**

None

### **Others Attending:**

Kyra Ochoa, Community Services Department Director  
Jesse Guillen, Legislative Liaison  
Loretta Olguin, Clerk  
Elizabeth Martin, Clerk

## 3. APPROVAL OF AGENDA

**MOTION:** Councilor Garcia moved, seconded by Member Chavez, to A motion was made by Councilor Michael Garcia, seconded by Councilor Chavez, to approve the agenda as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

---

## 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to A motion was made by Councilor Villarreal, seconded by Councilor Chavez, to approve the consent agenda as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

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

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

## 5. APPROVAL OF MINUTES

- a. Approval of Minutes from the January 19, 2022 Quality of Life Committee meeting.

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

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

**Against:** None

**Abstain:** None

## 6. ACTION ITEMS: CONSENT

- a. Request for Approval of the Amended and Restated Lease Agreement between the City of Santa Fe and the Boys & Girls Club, Inc. (Terry Lease, Asset Development Manager: [tjlease@santafenm.gov](mailto:tjlease@santafenm.gov), 505-955-6344)

**Committee Review:**

Public Works and Utilities Committee: 02/07/2022

Economic Development Advisory Committee: 02/09/2022

Finance Committee: 02/14/2022

Quality of Life: 02/16/2022

Governing Body: 02/23/2022

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the lease amendment as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- b. Request for Approval of the Allocation of the 2022 Affordable Housing Trust Fund (AHTF) and the Attached Contracts Awarded in Response to RFA 22/01/R for Homewise Los Canales Housing Development Affordability Project in the Amount of \$700,000. (Alexandra Ladd, Director, Office of Affordable Housing: [agladd@santafenm.gov](mailto:agladd@santafenm.gov), 505-955-6346) **Committee**

**Review:**

Finance Committee: 02/14/2022

Quality of Life Committee: 02/16/2022



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

Governing Body: 02/23/2022

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the contract as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the contract as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- c. Request for Approval of the Allocation for the 2022 Affordable Housing Trust Fund (AHTF) and the Attached Contracts Awarded in Response to RFA 22/01/R for Santa Fe Civic Housing Authority's Paseo Del Sol Apartments Project in the Amount of \$500,000. (Alexandra Ladd, Director, Office of Affordable Housing: [agladd@santafenm.gov](mailto:agladd@santafenm.gov), 505-955-6346) **Committee**

**Review:**

Finance Committee: 02/14/2022

Quality of Life Committee: 02/16/2022

Governing Body: 02/23/2022

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the contract as presented.



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- d. Request for Approval of the Allocation for the 2022 Affordable Housing Trust Fund (AHTF) and the Attached Contracts Awarded in Response to RFA 22/01/R for Community Solutions Santa Fe Suites Project in the Amount of \$910,000. (Alexandra Ladd, Director, Office of Affordable Housing: [agladd@santafenm.gov](mailto:agladd@santafenm.gov), 505-955-6346) **Committee Review:**  
Finance Committee: 02/14/2022  
Quality of Life Committee: 02/16/2022  
Governing Body: 02/23/2022

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the contract as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- e. Request for Approval of the Allocation for the 2022 Affordable Housing Trust Fund (AHTF) and the Attached Contracts Awarded in Response to RFA 22/01/R for Youth Works Housing First Rental Voucher Program in the Amount of \$90,000. (Alexandra Ladd, Director, Office of Affordable Housing: [agladd@santafenm.gov](mailto:agladd@santafenm.gov), 505-955-6346) **Committee Review:**  
Finance Committee: 02/14/2022  
Quality of Life Committee: 02/16/2022



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

Governing Body: 02/23/2022

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the contract amendment as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None

**Abstain:** None

- f. Request for Approval of a State of New Mexico Children, Youth and Families Department (CYFD) Amendment No. 2 to CYFD Professional Services Agreement No. 21-690-3200-20846 (City Contract No. 21-20846) to the Scope of Work to Reflect an Update in Language and Increase in Compensation of \$64,749, for a New Contract Total of \$410,073 and the Addition of a Community Restorative Justice Program for Juvenile Justice Alternative to Detention Programs in the City of Santa Fe: (CYFD Alternatives to Detention Grant). (Julie Sanchez, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov), 505-955-6678)

**Committee Review:**

Finance Committee: 02/14/2022

Quality of Life Committee: 02/16/2022

Governing Body: 02/23/2022

**MOTION:** Councilor Villarreal moved, seconded by Member Chavez, to approve the contract amendment as presented.

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

**For:** Councilor Cassutt, Councilor Garcia, Councilor Villarreal, Member Garcia, Member Chavez

**Against:** None



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

**Abstain:** None

## 7. PRESENTATION

- a. Tree Canopy Inventory Update- a project of the City of Santa Fe Municipal Tree Board and the NM Cooperative Extension Service (Melissa McDonald, Parks Division Director, [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov), 505-955-6840 and Athena Beshur, [athena@sowsfe.com](mailto:athena@sowsfe.com))

Committee Review  
QOL 02/16/2022

The presentation was given by Athena Besure, Ryan Brenteson, from the Municipal Tree Board, and Ms. McDonald, Director of the Parks and Open Spaces Department.

- b. Early Childcare Update (Rachel Kutcher, RLK Consulting); (Julie J. Sancez: [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov), 505-955-6678)

The presentation was given by Rachel Kutcher, RLK Consulting.

## 8. MATTERS FROM STAFF

None.

## 9. MATTERS FROM THE COMMITTEE

None.

## 10. MATTERS FROM THE CHAIR

None.

## 11. NEXT MEETING: March 02 2022

## 12. ADJOURN

There being no further business before the Committee the meeting adjourned at 6:05 pm.

*Loretta Olguin*

Liaison

Chair



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 16, 2022  
5:00 PM  
VIRTUAL MEETING

---

Liaison

Chair

# Midtown Engagement Report

Preliminary Findings & Guidance

March 2, 2022





# Who are the Midtown Partners?

## Public Engagement Consultant

UNM School of  
Architecture + Planning,  
Design Planning Assistance  
Center (DPAC)

## Midtown Engagement Partners (MEP)

Chainbreaker

YouthWorks

EarthCare

SF Art Institute

Littlelobe

## Midtown Activation Partners

Fathers NM

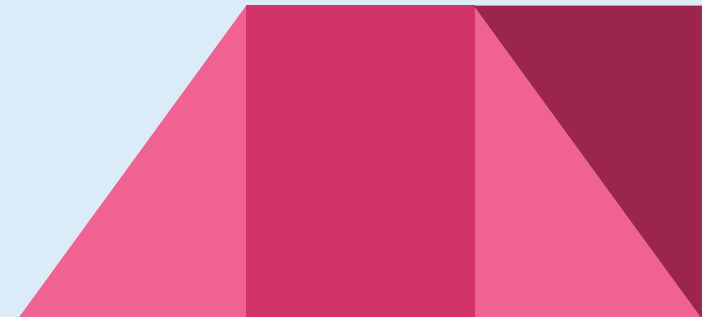
Friends of the SF Public Library

SF Indigenous Center

La Familia Medical Center

# MIDTOWN ENGAGEMENT REPORT: Structure

1. BACKGROUND: Where and when we are working
2. PROCESS: the path to Partners, engagement, findings, and guidance
3. FINDINGS: participation and feedback
4. COMMUNITY GOALS: Guidance for development at Midtown (and elsewhere)
5. ENGAGEMENT: lessons learned and guidance for Santa Fe



# Outreach

## CHALLENGES

- COVID-19 Closures & Social Distancing
- Language Access (English & Spanish)
- Technological Access (Devices, Internet Connectivity, Technical Limitations, Digital Literacy)
- Trust



# Engagement Events

Oct. 24, 2021 • **Block Party**  
1000 attendees

Consultations  
Workshops in **Schools**  
Door-to-Door Canvassing  
Online & Paper Surveys

Dec. 19, 2021 • **Posolada**  
500 attendees

# QUALITATIVE QUESTIONS

## Ideas about the Future SF Midtown / Ideas sobre el futuro de SF Midtown

At Midtown, my community and I should be able to... (choose up to 5 priorities) /  
En Midtown, mi comunidad y yo debemos de poder: (elija hasta 5 prioridades)

- Gather as a community / Reunirnos como comunidad
- Get supportive services / Obtener servicios de apoyo
- Have education & opportunities for learning / Contar con educación y oportunidades de aprendizaje
- Shop from local vendors / Comprar a los vendedores locales
- Get to and from Midtown on public transportation / Transportarnos de ida y vuelta a Midtown en transporte público
- Eat great local food / Comer buena comida local
- Live in a home that is affordable to me / Vivir en una casa que sea asequible para mí
- Have work and career opportunities / Contar con oportunidades de empleo y carrera
- Spend time outdoors / Pasar tiempo al aire libre
- Experience art & performances / Experimentar con arte y espectáculos
- Bring kids & teens / Llevar a los niños y adolescentes
- Other: \_\_\_\_\_



## Your Voice Matters! / ¡Su voz importa!

We greatly appreciate your candid responses to this survey. Your answers will help us to ensure that we're meeting our goal of equity: reaching the communities that are often under-represented in the planning process.

Responses are anonymous. We may share summaries of the survey responses in our reports to the SF Governing Body and city staff, and in articles for academic venues and/or news media.

If you have questions about this survey, please contact the UNM Design and Planning Assistance Center (DPAC) at [unmdpac@unm.edu](mailto:unmdpac@unm.edu).

¡Gracias por participar en los talleres de planificación y en los eventos comunitarios para contribuir al desarrollo de Midtown!

Sus respuestas son anónimas. Es posible que compartamos reseñas de las respuestas en nuestros informes al gobierno de Santa Fe y al personal de la ciudad, así como en artículos para centros académicos y/o medios de comunicación.

Para cualquier duda, contacte al Centro de Asistencia para el Diseño y la Planificación (DPAC) de la UNM en [unmdpac@unm.edu](mailto:unmdpac@unm.edu).

“Midtown is in the heart of Santa Fe—please share your **vision** for the site and how it can contribute to a future for your community that you believe in and that will make you feel like you belong here and want to stay.”

>2000

Total Surveys Collected

42%

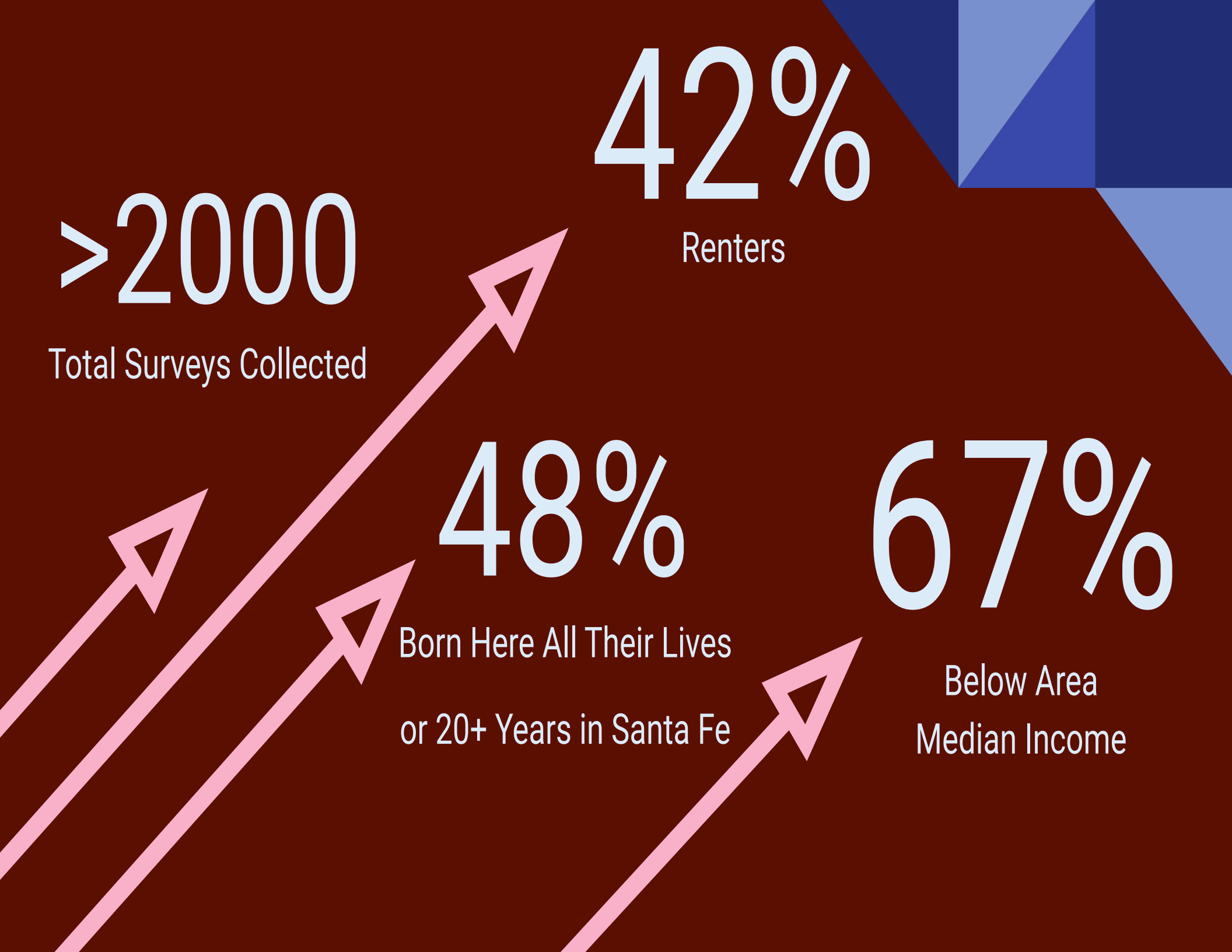
Renters

48%

Born Here All Their Lives  
or 20+ Years in Santa Fe

67%

Below Area  
Median Income



# 400

Under the Age of 25

~19% of Total

# 11%

Native/Indigenous

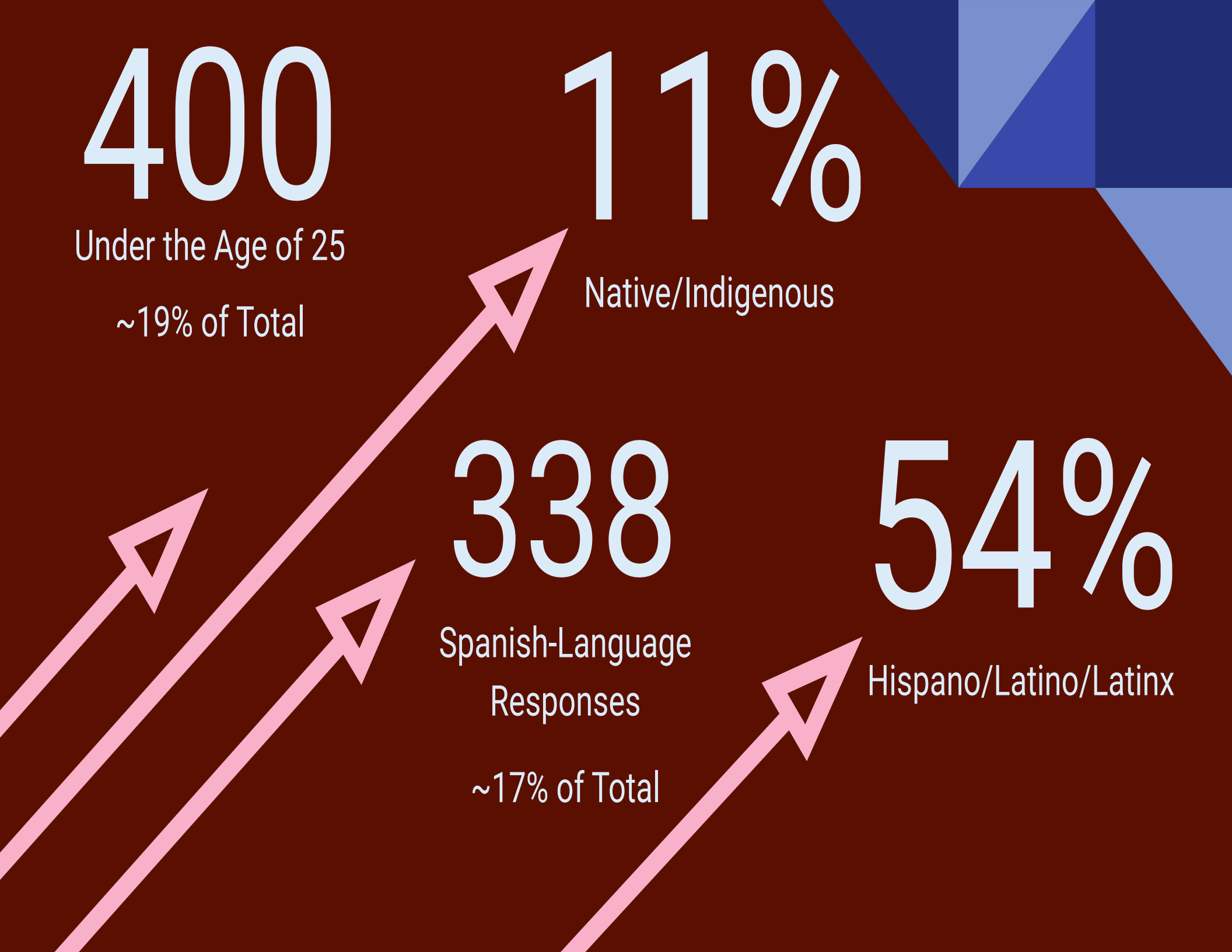
# 338

Spanish-Language  
Responses

~17% of Total

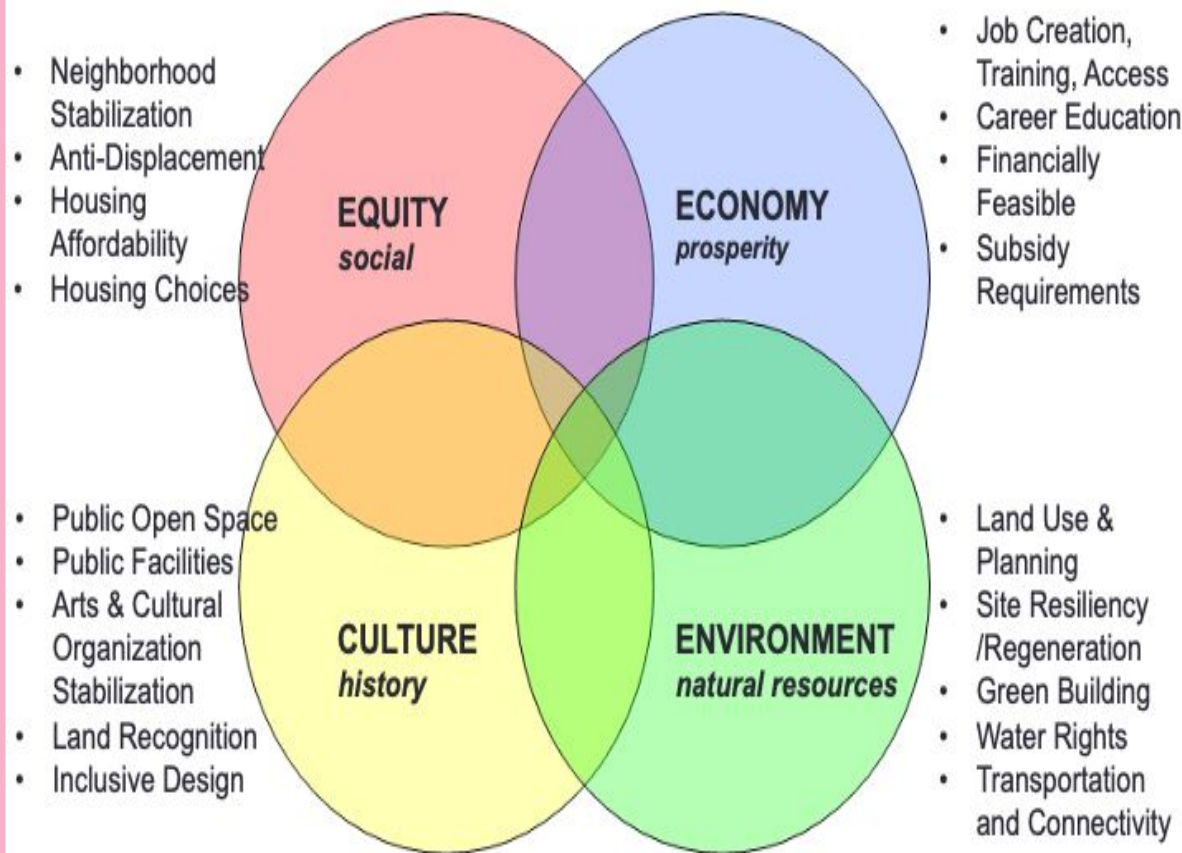
# 54%

Hispano/Latino/Latinx



# The Context of Engagement

## Sustainable Development: 4 Elements



Thematic categories do not exist on their own –

The elements of sustainable development are interconnected.

This framework informed and enriched the data analysis process.

# EMERGING THEMES & CONCERNS: summary

**Housing:** Protection from Displacement, Affordable Housing & Increased Density

**Trust, Trauma, and Healing:** Opportunity to Undo Historical Wrongs

**Education & Vocational Training:** access for youth, entrepreneurs and community learners

**Cultural and Historical Promotion and Preservation:** Existing Libraries and Performing Arts Buildings

**Recreational Services:** Free and Low-Cost, Public and Outdoor, Sports & Open Spaces

**Social & Government Services:** Government Co-Location, Expansion of Programming

**Behavioral Health Services:** Unsheltered, Formerly Incarcerated & Treatment for Substance Dependency and Recovery

**Sustainability:** Community Gardens, Farmers Markets, Green Buildings & Practices

**Transportation:** Decreasing Car Dependency, Expansion of Public Transit, Walkability, Midtown as Transpo Hub

**Governance:** Community Control & Management, Community Land Trust

**Youth Access & Support:** Age-Appropriate, Free or Low-Cost, and Welcoming

**Family Access & Support:** Childcare, Education, and Age-Appropriate

**Economics:** Local Business and Investment & Mixed-Use

# Guidance (in Process)

**Guidance:** community goals and characteristics of development

**Rationale:** drawn from public input, context, and other evidence

**Case(s) in Practice:** examples of promising policy or practice



# A Community Vision for Midtown

The Midtown Development will advance belonging, culture, equitable\* development, environmental and community health—where all Santa Feans have access to housing, educational, economic, cultural and recreational opportunities.

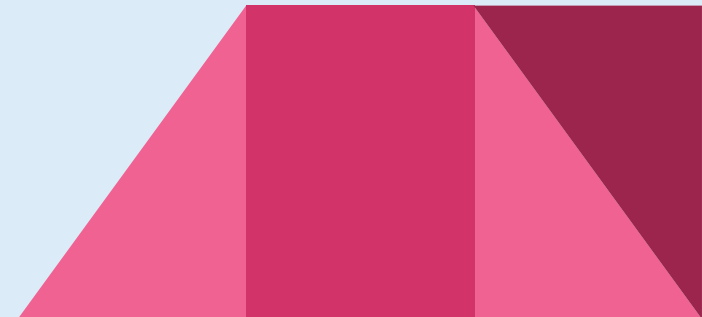


# PRELIMINARY GUIDANCE: Housing

Provide a mix of housing types and tenure that provide opportunity for households of median income and below median income to own and rent quality, affordable housing.

**Rationale:** Overwhelmingly, participants expressed desire for new housing, of various types and tenure, that is affordable and accessible for a range of households and incomes.

**Case(s) in Practice:**





# PRELIMINARY GUIDANCE: Sustainability + Health

The Midtown District should be a model for environmental & cultural stewardship, meeting or exceeding established standards

- Minimize use of potable water (grey water, black water)
- Green stormwater infrastructure and water reuse.
- Renewable energy sources over fossil fuels
- Community Gardens

**Rationale:** concerned about water conservation, the community recommended using water reuse methods when developing the campus. Other topics mentioned included green building/construction, solar power/panels, community gardens and green areas, and community recreation amenities (bike paths, parks, etc.).

**Cases in Practice:** LEED ND, Living Communities and EcoDistricts.



# PRELIMINARY GUIDANCE: Sustainability + Health

The Midtown District should be a model Healthy Community, addressing social determinants of health and wellbeing:

- Trees and access to nature
- Prioritize pedestrians and bicycles over vehicles
- Design for active living

**Rationale:** many participants voiced a desire for multiple elements associated with Healthy Communities standards, along with need for mental and physical health support. Healthy community development standards align with sustainable development standards.

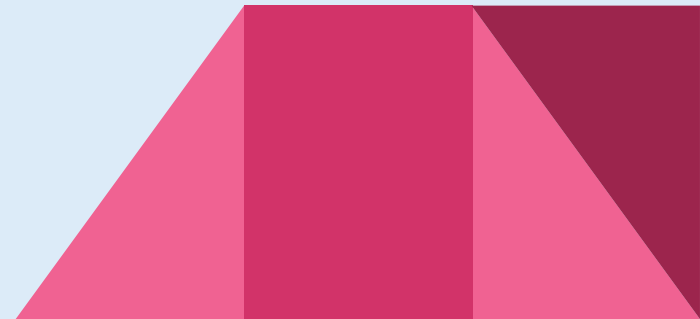
**Cases in Practice:** Community health clinics (First Choice, Albuquerque), ULI's Building Healthy Communities ToolKit, Living Communities and EcoDistricts.

# PRELIMINARY GUIDANCE: Housing

In both rental and ownership, prioritize housing that's affordable for individuals and households upon which the economy of Santa Fe relies: teachers, artists, public servants, firefighters, hotel and restaurant workers, etc. (many are essential workers)

## **Rationale:**

**Cases in Practice:** LIHTC subsidies, set goals/minimums for % of units reserved for people at various HUD-defined levels of income (e.g., 50%, 80% AMI), rent control,





# PRELIMINARY GUIDANCE: Housing

Reserve part of the site to be developed as a Community Land Trust (and/or other model of community ownership and governance).

**Rationale:** overwhelmingly, participants expressed specific desire for a community land trust, as well as strong support for other forms of community-controlled housing.

**Case(s) in Practice:** Sawmill Community Land Trust, Albuquerque; Cooperative Housing models



## PRELIMINARY GUIDANCE: Housing

Development without displacement. Develop and implement a **Neighborhood Stabilization Plan** for existing vulnerable neighborhoods threatened by new development (especially Hopewell Mann, adjacent to the Midtown site), in collaboration with community members, organizations, and housing advocates. (define “vulnerable neighborhoods”)

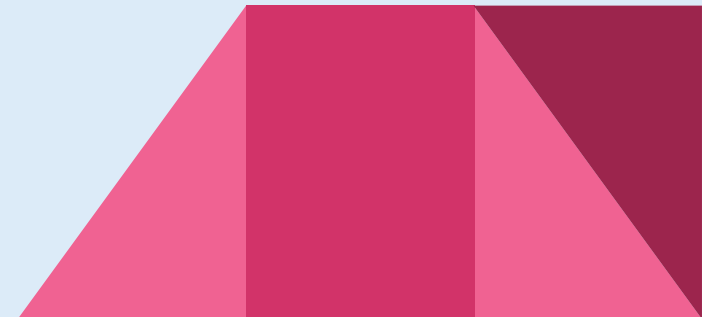
**Rationale:** Santa Fe’s residential supply is becoming increasingly more expensive and at a rapid rate, while incomes of many are fixed, have become unstable, or reduced because of the global pandemic and historic patterns in Santa Fe.



## PRELIMINARY GUIDANCE: Arts + Culture

Ensure programming for art spaces and art education is available, prioritizing access and affordability for all. Consider how affordable office space, studios and housing for artists can help support local arts and culture.

### Rationale





## PRELIMINARY GUIDANCE: Arts + Culture

Locate a public library at Midtown Campus, with an additional emphasis on access to educational and community services, in addition to its standing as a local cultural and historical archive.

**Rationale:** the Fogelson Library is an architectural and cultural asset on the site, that could accommodate current functions of the outdated La Farge branch, along with expanded community functions, activities and archives. This idea is already in the works.



## PRELIMINARY GUIDANCE: Education / Opportunity

Incorporate **workshops, educational and training programs** for youth and community classes and programs ranging from the arts, languages, community gardening, sustainability and the environment.

**Rationale:** This theme occurred in many Spanish language responses, compared to other themes. Generally, respondents emphasized inclusive programs, places, and options for youth and inter-generational families to be able to learn new skills and connect with peers in ways that are safe and productive, and that encourage community-gathering.

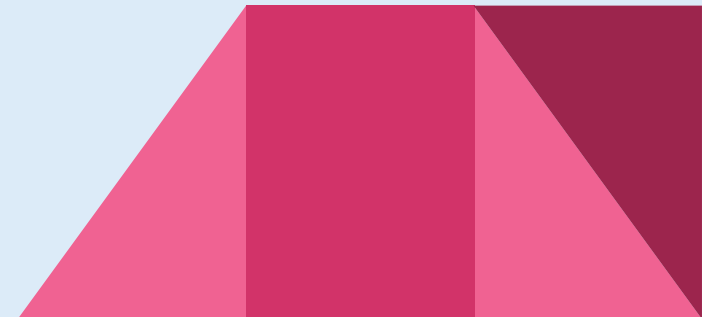


# PRELIMINARY GUIDANCE: Belonging + Trust

Create clear and multiple opportunities and venues for community involvement in programming, management, monitoring and governance:

- Promote/ensure programming and space representing diversity of local communities and cultural heritage
- Prioritize community voice in governance and management organization(s)
- District policies that prioritize inclusion over exclusion (esp. policing)

**Rationale:**

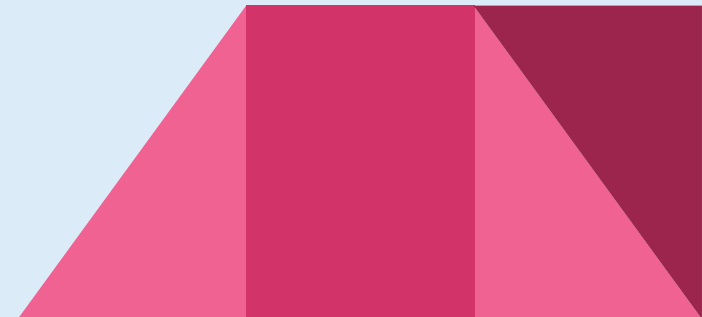




# PRELIMINARY GUIDANCE: Community Programs

Promote/prioritize opportunities for Community Gatherings and Cultural Programming that are free of charge to attend/participate. Draw from local community, local presenters, and local traditions. Collaborate with and/or support community-led programming.

**Rationale:**





# PRELIMINARY GUIDANCE: Unsheltered Neighbors

Treat all people with dignity and promote public health through hygiene:

- Public Toilets
- promote/ensure safety by design, with vision corridors, organization of buildings, lighting, eyes on the street, etc.
- decriminalize homelessness

**Rationale:** Most respondents agreed that this area would be ideal to help the unsheltered community, and would like to see the area become a place where this population can be housed, and also seek mental and physical health and substance dependence services, job/trade training and opportunities'

# HOW do we move Midtown Forward?



## WHO

- Governing Body
- Midtown Engagement Partners
- City Departments & Staff

## WHAT

- Guidance
- Community Outreach + Input
- Staff Guidance
- Policy Development

## WHEN

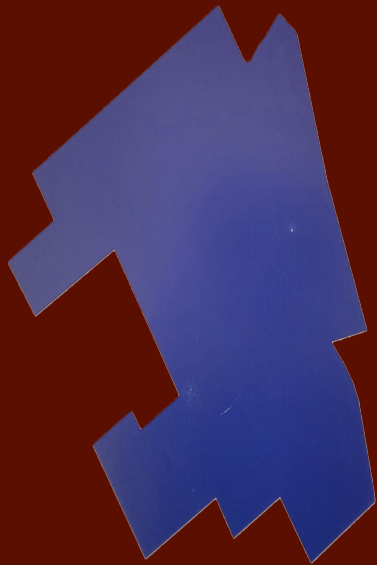
- Draft Report: Feb 1
- Final Report: Mar 31
- BEYOND

# Midtown Engagement Report

Preliminary Findings & Guidance

CONTACT INFO

[unmdpac@unm.edu](mailto:unmdpac@unm.edu)



## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Memorandum of Agreement between the City of Santa Fe and Santa Fe County Transferring \$65,000 of City of Santa Fe Office of Economic Development Funds (2122800.510340) to Santa Fe County for the Santa Fe Film Office (SFFO) to Hire an Additional Full Time Employee to Assist the Director in the Business Development and Management of the ever-growing Local Film Production Sector in the City and County. (Rich Brown, Community and Economic Development Director: [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov), 505-955-6625).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works/Utilities Committee: 3/7/2022

Economic Development Advisory Committee: 3/9/2022

Governing Body Meeting: 3/9/2022

Item Type - memorandum of agreement (MOA)

Item Owner - Rich Brown

Item Sponsor -

Item Tracking Number - 22-13686

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

## VOTE SUMMARY



City of Santa Fe

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - ciroibal@santafenm.gov



services to meet permitting needs; conduct site visits to ensure compliance of permitting and/or location agreements; identify, evaluate and resolve compliance issues; ensure properties are restored once filming has been complete; coordinate assigned activities with the general public, other departments, businesses and outside agencies; and provide highly responsible and complex administrative support to the Department Director.

## **BACKGROUND AND SUMMARY:**

In recent years, there has been a deluge of film and television production on a global basis. This is driven by voracious demand for all types of content from consumer and investors alike – which include newer entrants, as well as established broadcasters and studios. Governments and legislators in jurisdictions of all sizes have increasingly recognized and valued the considerable economic and other benefits delivered by this global growth sector, especially as they look to diversify their economies and recover from the economic effects of the COVID-19 pandemic. Against this backdrop, New Mexico legislators have highlighted film and television production as a key growth sector to diversify the state economy, with particular interest in the added value and economic impact of the New Mexico Film Production Tax Credit.

The increase of production in New Mexico is being driven by streaming services such as Netflix, which is reported to have increased its content spend to over \$17 billion in fiscal year 2021. Other new and well capitalized players have entered the market and investment from established studios and broadcasters has increased. Disney, for example, announced at its 2020 Investor Day that it expected its global direct-to-consumer content expense to be between \$14 billion and \$16 billion dollars across Disney+, Hulu and ESPN+ for fiscal year 2024.

Some interesting industry stats:

### State Level

- *The state announced in June 2021 that the New Mexico film industry had brought in \$626.5 million in what is known as a “direct spend” for fiscal year 2021..*
- *Despite the ongoing pandemic, the New Mexico film industry generated \$386.8mm in direct spend (this is with the industry shut down for four months at the end of fiscal year 2020)*
- *Contributing to the record-breaking year are film partnerships with NBCUniversal and Netflix. Both entities have signed a 10-year commitment to bring film and TV projects to the state.*

### Local Level (\*Source: NM State Film Office):

- *Since the inception of the Santa Fe Film Office (2016) the film industry has brought nearly \$2.6 billion in direct spend to the state and \$772mm into the greater Santa Fe economy. That’s about 30% of all production statewide.\**
- *Fiscal year 2021 brought in \$190mm to the Santa Fe region, this is with strict industry COVID practices on every set. Fiscal year 2022 is on track to meet or exceed that number.*
- *The industry supports approximately 12,000 jobs statewide, directly and indirectly, including approximately 3,000 in the Santa Fe region. \**
- *Film and Television production is a major driver of the hospitality industries in Santa Fe, accounting for thousands of hotel room nights rented per year, hundreds of thousands of dollars spent at local restaurants and catering suppliers, and multiple facilities rentals.*
- *It is a major lessor of commercial properties for production office space, storage, mill space and other specialty services.*
- *It supports hundreds of local businesses throughout the general economy — everything from office supplies and construction materials, to yoga instructors and dog sitters (not kidding!).*
- *It affords Santa Fe unprecedented and otherwise unaffordable media exposure and promotion, driving both the tourism economy as well as the general “brand recognition” of Santa Fe throughout the world.*

With this amount of ever-growing revenue opportunity in the national Film and New Media sector, Santa Fe stands to benefit (as a standalone Southwest mecca for arts, culture, outdoors and hospitality), The Film Office had originally been set up for two FTE's, but were cut when a directive to cut budgets occurred in early 2020. The pre-pandemic funding agreement and increased funding in future years is poised to bring on additional staff to meet the need of inquiries, day to day needs, workforce development, and marketing/promotion to the Santa Fe Film Office.

**ACTION REQUESTED:**

The Community & Economic Development Department recommends moving forward with this Santa Fe County Amendment No. 1 of the MOA, since it will create additional capacity in the intake side and likely allow for an exponential growth in GRT for new film production opportunities that can be fielded. Funding Source: 2122800.510400.

AH  
AH

**ATTACHMENTS:**

Amendment No. 1 to the Santa Fe County Memorandum of Agreement

**Signature:** *Richard Brown*

**Email:** [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov)

**AMENDMENT NO. 1  
TO MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE  
REGIONAL FILM OFFICE**

This Memorandum of Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between **Santa Fe County** (hereinafter "County") and the **City of Santa Fe** (hereinafter "City").

**RECITALS**

**WHEREAS**, the County and City entered into Memorandum of Agreement No. 2021-0121-CMO/BT (Item #21-0467) (the "MOA") on August 31, 2021, to set forth the County and City's agreement on funding of the Santa Fe Film Office through fiscal year 2025; and

**WHEREAS**, Article 6 (Amendment) of the MOA allows the parties to amend the MOA by an instrument in writing executed by the parties; and

**WHEREAS**, the parties wish to amend the MOA's funding commitments for fiscal years 2022, 2023, 2024 and 2025.

**NOW, THEREFORE**, the parties agree to amend the MOA as follows:

1. Article 1. A. 3 (County's Duties) is amended by deleting the funding amounts stated in a) through d) and replace them as follows:
  - a) Fiscal Year 2022 - \$150,000.00
  - b) Fiscal Year 2023 - \$150,000.00
  - c) Fiscal Year 2024 - \$175,000.00
  - d) Fiscal Year 2025 - \$175,000.00
2. Article 1. B. 2 (City's Duties) is amended by deleting the funding amounts in stated in a) through d) and replace them as follows:
  - a) Fiscal Year 2022 - \$150,000.00
  - b) Fiscal Year 2023 - \$150,000.00
  - c) Fiscal Year 2024 - \$175,000.00
  - d) Fiscal Year 2025 - \$175,000.00
3. All other provisions of the MOA not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties hereto.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Henry P. Roybal, Chair  
Santa Fe County Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
Katharine E. Clark  
Santa Fe County Clerk

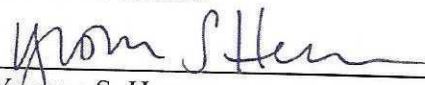
\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
December 29, 2021  
Date

Finance Division:

  
\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

\_\_\_\_\_  
1/3/2022

\_\_\_\_\_  
Date

**CITY OF SANTA FE:**

\_\_\_\_\_  
Alan Webber, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kristine Bustos Mihelcic, City Clerk

\_\_\_\_\_  
Date

City Attorney's Office:

*Marcos Martinez*

\_\_\_\_\_  
Senior Assistant City Attorney

Jan 13, 2022

\_\_\_\_\_  
Date

APPROVED FOR FINANCES:

\_\_\_\_\_  
Mary McCoy, Finance Director

\_\_\_\_\_  
Date

**AMENDMENT NO. 1  
TO MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE  
REGIONAL FILM OFFICE**

This Memorandum of Agreement entered into on this 25<sup>th</sup> day of January, 2022  
between **Santa Fe County** (hereinafter "County") and the **City of Santa Fe** (hereinafter "City").

**RECITALS**

**WHEREAS**, the County and City entered into Memorandum of Agreement No. 2021-0121-CMO/BT (Item #21-0467) (the "MOA") on August 31, 2021, to set forth the County and City's agreement on funding of the Santa Fe Film Office through fiscal year 2025; and

**WHEREAS**, Article 6 (Amendment) of the MOA allows the parties to amend the MOA by an instrument in writing executed by the parties; and

**WHEREAS**, the parties wish to amend the MOA's funding commitments for fiscal years 2022, 2023, 2024 and 2025.

**NOW, THEREFORE**, the parties agree to amend the MOA as follows:

1. Article 1. A. 3 (County's Duties) is amended by deleting the funding amounts stated in a) through d) and replace them as follows:
  - a) Fiscal Year 2022 - \$150,000.00
  - b) Fiscal Year 2023 - \$150,000.00
  - c) Fiscal Year 2024 - \$175,000.00
  - d) Fiscal Year 2025 - \$175,000.00
2. Article 1. B. 2 (City's Duties) is amended by deleting the funding amounts in stated in a) through d) and replace them as follows:
  - a) Fiscal Year 2022 - \$150,000.00
  - b) Fiscal Year 2023 - \$150,000.00
  - c) Fiscal Year 2024 - \$175,000.00
  - d) Fiscal Year 2025 - \$175,000.00
3. All other provisions of the MOA not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.



Approved as to form:

\_\_\_\_\_  
Erin McSherry, City Attorney

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Mary McCoy, Finance Director

\_\_\_\_\_  
Date

**ITEM #21-0467**

Memorandum of Agreement No. 2021-0121-CMO/BT

**MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
THE CITY OF SANTA FE  
REGARDING THE SANTA FE REGIONAL FILM OFFICE**

**THIS MEMORANDUM OF AGREEMENT** (hereinafter "MOA") is entered on this the 31st day of August 2021, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

**RECITALS**

**WHEREAS**, the film and media industries contribute millions of dollars annually to the local and regional economy; and

**WHEREAS**, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

**WHEREAS**, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

**WHEREAS**, the parties entered into subsequent Memorandum No. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa Fe Film Office; and

**WHEREAS**, the parties wish to enter into this MOA No. 2021-0121-CMO/BT to supersede all prior agreements and establish the funding of the Santa Fe Film Office for the next four years and provide for other duties of the Santa Fe Regional Film Office.

**NOW, THEREFORE, the parties mutually agree as follows:**

**1. DUTIES OF THE PARTIES**

A. The County shall:

1. Provide direct management and oversight of the staff of the Santa Fe Regional Film Office.
2. Designate a liaison to work with the City to perform the duties and obligations of the Santa Fe Regional Film Office.
3. Provide funding for operational expenditures of the Santa Fe Regional Film Office as follows:

- a) Fiscal Year 2022 - \$100,000.00
- b) Fiscal year 2023 - \$125,000.00
- c) Fiscal year 2024 - \$125,000.00
- d) Fiscal year 2025 - \$135,000.00

**B. The City shall:**

- 1. Designate a liaison to work with the County to perform the duties of and obligations of the Santa Fe Regional Film Office.
- 2. Provide funding for operational expenses of the Santa Fe Regional Film Office as follows:
  - a) Fiscal year 2022 - \$100,000.00
  - b) Fiscal year 2023 - \$125,000.00
  - c) Fiscal year 2024 - \$125,000.00
  - d) Fiscal year 2025 - \$135,000.00

**2. FUTURE INDEBTEDNESS**

Subject to NMSA 1978, § 6-6-11 (Bateman Act), Art. IX, Sec. 10, and Article IX, sec. 12, of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe, nothing in this MOA shall require the County or the City to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

**3. TERM AND TERMINATION**

- A. This MOA shall become effective as of the date of last signature by the parties hereto and shall terminate on June 30, 2025, unless earlier terminated as indicated below.
- B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

**4. ASSIGNMENT**

Neither party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.

**5. LIABILITY**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

**6. AMENDMENT**

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

**7. APPROPRIATIONS AND AUTHORIZATION**

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating party to the other party. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

**8. GOVERNING LAW**

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the parties.

**10. ACCOUNTABILITY**

During the term of this MOA and for a period of three years thereafter, each party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other party and to the any other parties during regular business hours of the Regional Film Office.

**11. NO THIRD-PARTY BENEFICIARIES**

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

**13. ENTIRE AGREEMENT**

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

**14. NOTICES**

Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County  
Attn: Jennifer LaBar-Tapia, Film Office Executive Director  
P. O. Box 276  
Santa Fe, New Mexico 87504-0276

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

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

**SANTA FE COUNTY**

*Henry P. Roybal*  
Henry P. Roybal, Chair  
Santa Fe County Board of County Commissioners



ATTESTATION:  
*Katharine E. Clark*  
Katharine E. Clark  
Santa Fe County Clerk

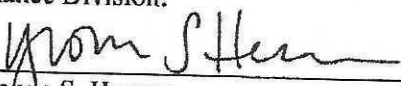
07/13/21  
Date

Memorandum of Agreement No. 2021-0121-CMO/BT

Approved as to form:

Roberta D. Joe for G.S.S. \_\_\_\_\_ June 25, 2021 \_\_\_\_\_  
Gregory S. Shaffer \_\_\_\_\_ Date \_\_\_\_\_  
Santa Fe County Attorney

Finance Division:

 \_\_\_\_\_ 7/2/2021 \_\_\_\_\_  
Yvonne S. Herrera \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director

**CITY OF SANTA FE:**

\_\_\_\_\_  
Alan Webber, Mayor \_\_\_\_\_ Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Kristine Bustos Mehelcic, City Clerk \_\_\_\_\_ Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Erin McSherry, City Attorney \_\_\_\_\_ Date \_\_\_\_\_

Finance Department:


\_\_\_\_\_  
Mary McCoy, Finance Director \_\_\_\_\_ Date \_\_\_\_\_

Finance Division:

\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director



\_\_\_\_\_  
Date

CITY OF SANTA FE:

  
\_\_\_\_\_  
Alan Webber, Mayor


8/31/2021  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Kristine Mihelcic (Sep 1, 2021 12:26 MDT)  
Kristine Bustos Mehelcic, City Clerk   
GB MTG 08/25/2021


Sep 1, 2021  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Erin McSherry, City Attorney

Jun 25, 2021  
\_\_\_\_\_  
Date

Finance Department:

  
\_\_\_\_\_  
Mary McCoy, Finance Director

Aug 31, 2021  
\_\_\_\_\_  
Date



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # \_\_\_\_\_

Contractor: Santa Fe County

Description: Amendment No. 1 to Memorandum of Agreement (MOA) between Santa Fe County and the City of Santa Fe Regional Film Office

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: \_\_\_\_\_ Term End Date: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

**Contract / Lease: MOA creates an Amendment to the partnership between SFC and EDD for SF Film Office**

Amendment # NO. 1 to the Original Contract / Lease # Agreement 2021-0121

Increase/(Decrease) Amount \$ 65,000.00

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)  
**Amendment No. 1 to Agreement 2021-0121-CMO/BT (ITEM#21-0467)**

On top of the current funding obligation to the Film Office (\$100K from the City of SF and \$100K from the Santa Fe County), this amendment will provide an addition funding amount.

3. Procurement History: \_\_\_\_\_

Fran D. Dewey  
Fran D. Dewey (Feb 14, 2022 09:19 MST)

Purchasing Officer Review: \_\_\_\_\_ Date: Feb 14, 2022

Comment & Exceptions: MOA between entities no procurement of services. shared funding for SFC Film

4. Funding Source: Fund 212 Org / Object: 2122800.510400

Andy Hopkins  
Andy Hopkins (Feb 11, 2022 10:39 MST)

Budget Officer Approval: \_\_\_\_\_ Date: Feb 11, 2022

Comment & Exceptions: Amendment No. 1 to MOA between SFC and the City of SF Regional Film Office

Staff Contact who completed this form: Loretta S. Olguin Phone # 955-6334

Email: lsoiguin@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



Contractor Name: Santa Fe County

Procurement Title: **Amendment No. 1 to Memorandum of Agreement (MOA) between Santa Fe County and the City of Santa Fe Regional Film Office.**

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 Economic Development Staff Name Rich Brown

**Procurement Requirements:**

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

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

Rich Brown Director  
 Department Rep Printed Name (attesting that all information included) Title Date  
 Chief Procurement Officer Feb 14, 2022  
Fran Dunaway (Feb 14, 2022 09:19 MST)

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

\*



# City of Santa Fe, New Mexico

## Memorandum



**Date:** February 15, 2022

**To:** Quality of Life Committee and Governing Body

**Via:** Brian Moya, Fire Chief *BJM*  
BJM

**From:** Geronimo Griego, Fire Marshal *GGG*  
Nathan Miller, Wildland Superintendent *NFM*  
NFM

**RE:** Fire Restrictions 22-2

### ITEM AND ISSUE:

The proposed Resolution requests the Governing Body adopt certain fire restrictions throughout the City of Santa Fe based on data supplied by the U.S. Forest Service and published by the National Weather Service.

### BACKGROUND AND SUMMARY:

NMSA 1978, Section 60-2C-8.1 authorizes the governing body of a municipality to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist. As of February 1st, all of Santa Fe County was in exceptional drought, the highest classified level. Each Resolution has a maximum duration of thirty days, requiring the adoption of subsequent Resolutions if drought conditions persist.

### ACTION REQUESTED:

Adopt the Resolution as presented.

### ATTACHMENTS:

- Resolution
- Fiscal Impact Report
- Exhibit A – Weekly Drought Monitor New Mexico
- Exhibit B – US Monthly Drought Outlook
- Exhibit C – US Seasonal Drought Outlook

**Signature:** *Brian J Moya*  
Brian J Moya (Feb 15, 2022 13:20 MST)

**Email:** bjmoya@santafenm.gov

**Signature:** *Geronimo Griego*  
Geronimo Griego (Feb 16, 2022 13:20 MST)

**Email:** gggriego@santafenm.gov

**Signature:** *Nathan F Miller*  
Nathan F Miller (Feb 16, 2022 13:27 MST)

**Email:** nfmiller@santafenm.gov

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-\_\_**

**INTRODUCED BY:**

Councilor Chris Rivera

Councilor Carol Romero-Wirth

Councilor Signe Lindell

Councilor Jamie Cassutt

Councilor Renee Villarreal

**A RESOLUTION**

**PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS FROM MARCH 10, 2022, TO APRIL 10, 2022; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.**

**WHEREAS**, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

**WHEREAS**, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

**WHEREAS**, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

**WHEREAS**, it is anticipated that drought conditions will be present for the foreseeable future; and

**WHEREAS**, the probability of ignition of materials likely to serve as fuel for fire is

1 presently extremely high in the city of Santa Fe; and

2           **WHEREAS**, if the city experiences a fire that burns out of control in the watershed, 40%  
3 of the city’s water resources are at serious risk of complete loss or substantially reduced capacity;  
4 and

5           **WHEREAS**, if the city experiences a fire that burns out of control in populated areas, it  
6 may be necessary to evacuate and relocate affected residents; and

7           **WHEREAS**, the COVID-19 Pandemic is complicating suppression operations on wildland  
8 fires in New Mexico; and

9           **WHEREAS**, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a  
10 municipality is authorized to restrict the sale or use of fireworks within the boundaries of the  
11 municipality if severe or extreme drought conditions exist; and

12           **WHEREAS**, according to the U.S. Drought Monitor, Santa Fe County is in an extreme  
13 drought, the second highest category; and

14           **WHEREAS**, the recent Marshall fire northwest of Denver burned 6,000 acres, 1,000  
15 homes, and resulted in several deaths; and

16           **WHEREAS**, the environmental conditions that led to the Marshall fire and its rapid spread  
17 are increasingly common throughout the Southwest, including in Santa Fe; and

18           **WHEREAS**, the City seeks to ensure the risks of such a catastrophic fire are reduced as  
19 much as possible.

20           **NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF**  
21 **THE CITY OF SANTA FE:**

22           **Section 1.**       This resolution shall be deemed a proclamation within the meaning of  
23 NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

24           **Section 2.**       As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates  
25 severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa

1 Fe based upon current drought indices published by the national weather service and other relevant  
2 information supplied by the United States forest service.

3 **Section 3.** The Governing Body restricts the sale or use of fireworks from March 10,  
4 2022 to April 10, 2022 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-  
5 8.1.

6 A. The sale or use of the following fireworks is specifically prohibited within  
7 the city limits:

8 (1) aerial devices:

9 (a) aerial spinners;

10 (b) helicopters;

11 (c) mines;

12 (d) missile-type rockets;

13 (e) roman candles;

14 (f) shells; and

15 (g) stick-type rockets;

16 (2) ground audible devices:

17 (a) chasers; and

18 (b) firecrackers.

19 B. All fireworks within any lands covered wholly or in part by timber, brush,  
20 or native grass are prohibited.

21 **Section 4.** An exception to the above restrictions is public displays of fireworks in  
22 strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and  
23 as approved by the City of Santa Fe fire chief.

24 **Section 5.** Pursuant to Section 12-3.9 SFCC 1987,

25 A. Any individual, firm, partnership, or other entity found in violation of the

1 above restrictions shall be deemed guilty of a misdemeanor and shall be punished by  
2 imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars (\$500),  
3 or both.

4 B. Each and every occasion on which this section is violated shall be  
5 considered a separate offense.

6 **BE IT FURTHER RESOLVED** that

7 **Section 1.** Due to severe or extreme drought conditions and wildland fire conditions,  
8 the Governing Body hereby prohibits the following activities, in accordance with the International  
9 Fire Code® , Section 307.1.1, as adopted by Section 12-2.1 SFCC 1987:

- 10 A. Open burning, including campfires, bonfires, pit barbecues;
- 11 B. Burning of weeds, trash, or other vegetation;
- 12 C. Using charcoal barbecue grills in public parks and recreation areas;
- 13 D. Smoking in public parks, recreation areas, or on any public trail; and
- 14 E. Using any motorized all-terrain vehicle or motorcycles on city owned open  
15 space, parks, trails, or other recreational areas, except for the Motocross  
16 Track located off of the 599 Relief Route.

17 Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored  
18 and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

19 **Section 2.** Pursuant to Section 1-3.1 SFCC 1987:

20 A. Any individual, firm, partnership or other entity found in violation of the  
21 above restrictions shall be deemed guilty of a misdemeanor and shall be punished by  
22 imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars (\$500),  
23 or both.

24 B. Each and every occasion on which this section is violated shall be  
25 considered a separate offense.

1           **BE IT FURTHER RESOLVED** that the Governing Body recognizes that NMSA 1978,  
2 Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no  
3 less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there  
4 will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose  
5 these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions  
6 are in place during extreme or severe drought conditions and wildland fire conditions.

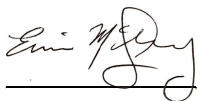
7           PASSED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2022.

8  
9  
10 \_\_\_\_\_  
11 ALAN WEBBER, MAYOR

12 ATTEST:

13  
14 \_\_\_\_\_  
15 KRISTINE MIHELICIC, CITY CLERK

16 APPROVED AS TO FORM:

17  
18  \_\_\_\_\_

19 ERIN K. McSHERRY, CITY ATTORNEY

20  
21  
22  
23  
24  
25 *Legislation/2022/Resolutions/Fire Restrictions 22-2*

# FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: \_\_\_\_\_ Resolution:   X  

Short Title(s):   Fire Restrictions  

Sponsor(s):   Councilor Chris Rivera  

Reviewing Department(s):   Fire Department  

Staff Completing FIR:   Wildland Superintendent- Nathan Miller   Date:   2/8/22   Phone: [enter #]

Reviewed by City Attorney:   *Eric W. Day*   Date:   Feb 15, 2022  

Reviewed by Finance Director:   *Mary McCay*   Date:   Feb 15, 2022  

**Summary:**

The proposed Resolution extends restrictions for the sale and use of fireworks within City limits due to severe to exceptional drought.

**Departments Affected:**

Fire Department; Police Department

**Consequences of Not Enacting Legislation:**

The City will not have the authority to restrict the use of fireworks in the City limits that pose a risk of starting a fire due to severe to exceptional drought.

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

The Resolution is consistent with NMSA 1978, Section 60-2C-8.1 and SFCC 1987, Chapter 12, Fire Protection and Prevention.

**Performance and Administrative Implications:**

If the Resolution is not adopted, there will not be an enforcement mechanism for the prohibitions adopted in the Resolution regarding the sale and use of fireworks.

**Fiscal Implications:**

  N/A    
\_\_\_\_\_  
\_\_\_\_\_

**Fiscal Impact**

  X   Check here if no fiscal impact

**Expenditures**

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

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

**Expenditure Narrative:**

---



---



---

**Revenue**

<b>Revenue Type</b>	<b>FYE</b>	<b>FYE</b>	<b>FYE</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

**Revenue Narrative:**

---



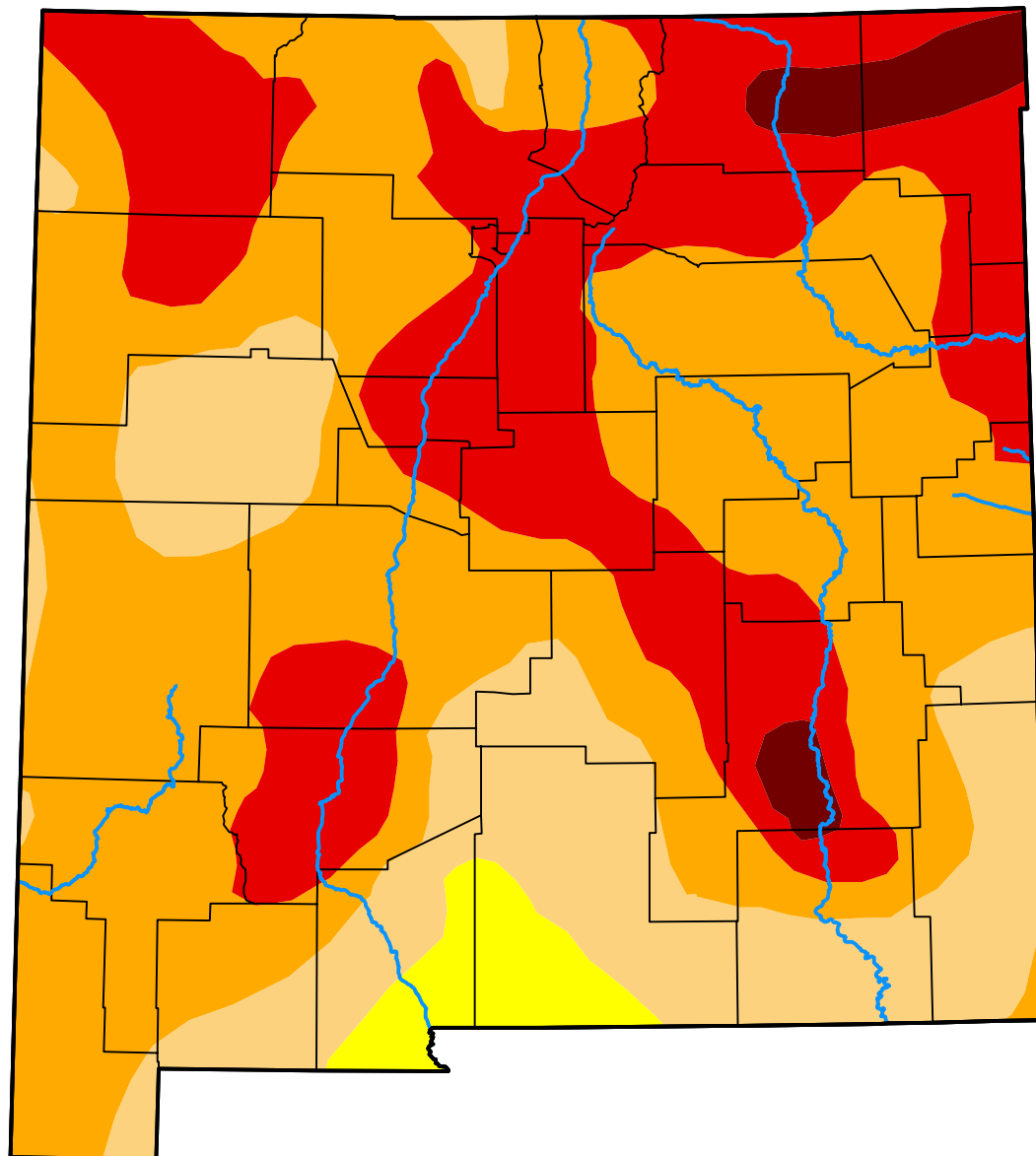
---









---

# U.S. Drought Monitor New Mexico

February 15, 2022  
(Released Thursday, Feb. 17, 2022)  
Valid 7 a.m. EST



### Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

### Author:

Brad Pugh  
CPC/NOAA

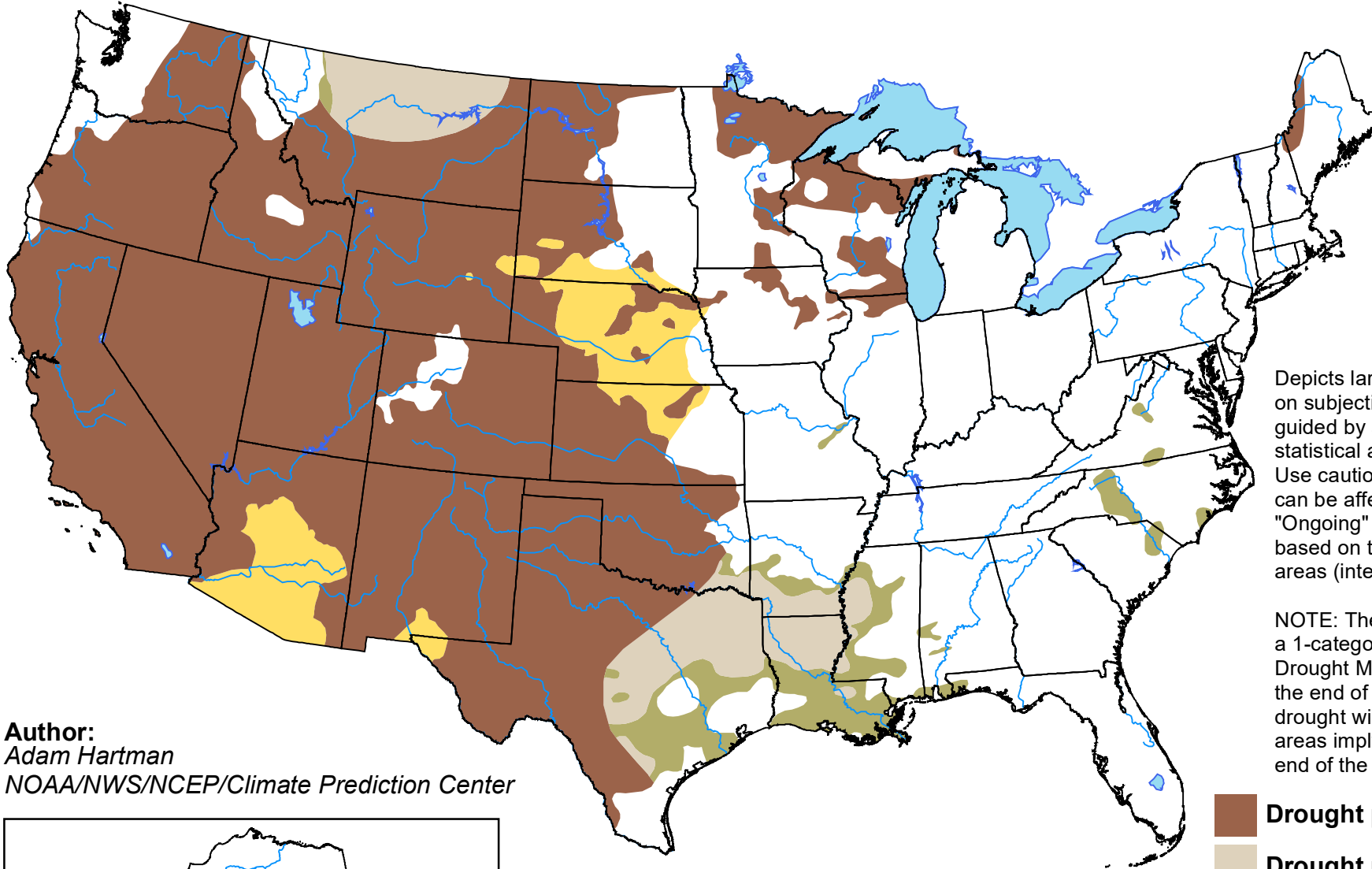


[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)

# U.S. Monthly Drought Outlook

## Drought Tendency During the Valid Period





Valid for February 2022  
Released January 31, 2022

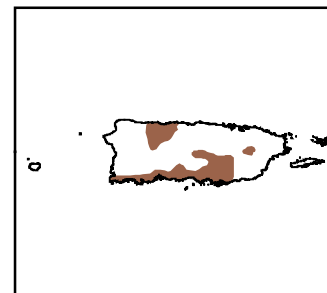
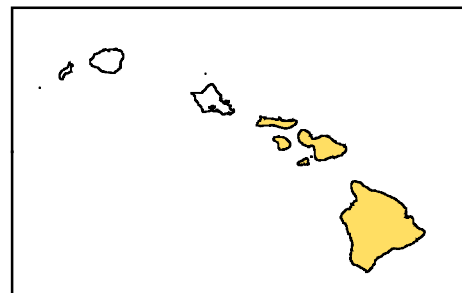
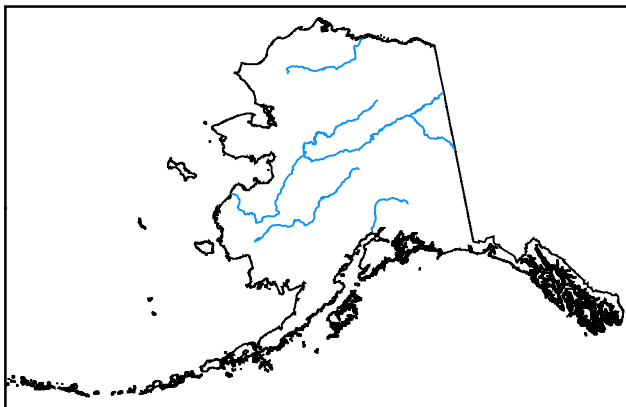


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

**Author:**  
Adam Hartman  
NOAA/NWS/NCEP/Climate Prediction Center

-  **Drought persists**
-  **Drought remains but improves**
-  **Drought removal likely**
-  **Drought development likely**

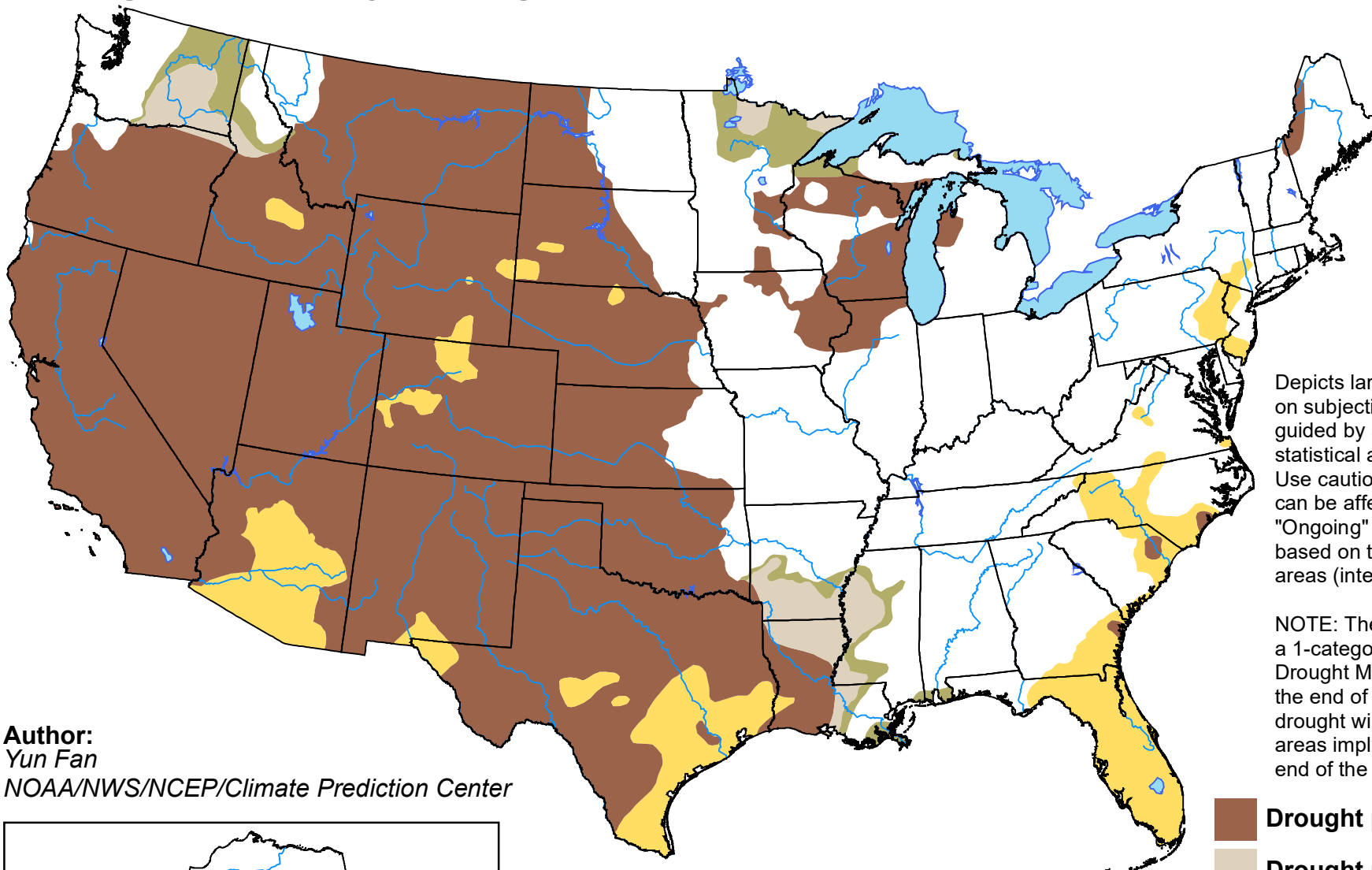


<http://go.usa.gov/3eZGd>

# U.S. Seasonal Drought Outlook

## Drought Tendency During the Valid Period





Valid for February 17 - May 31, 2022  
Released February 17

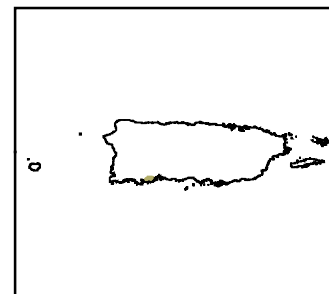
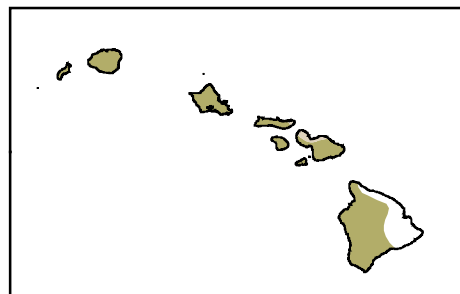
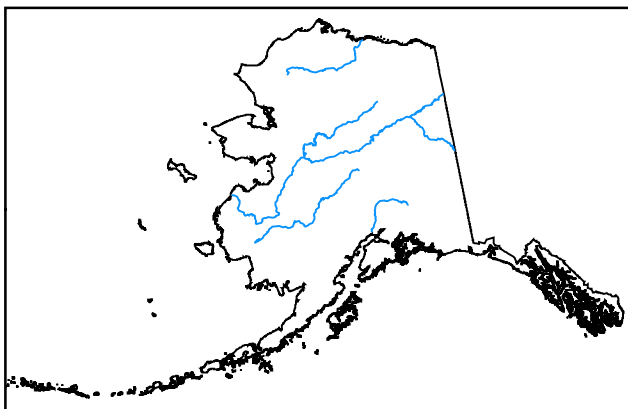


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

**Author:**  
Yun Fan  
NOAA/NWS/NCEP/Climate Prediction Center

-  Drought persists
-  Drought remains but improves
-  Drought removal likely
-  Drought development likely



<http://go.usa.gov/3eZ73>

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No.1 to Contract #21-0335 with Homewise to Amend the Scope of Work and Increase the Amount of Mortgage Principal Reduction Assistance per Household from \$30,000 to \$80,000 (Alexandra Ladd, Director, Office of Affordable Housing, [agladd@santafenm.gov](mailto:agladd@santafenm.gov); 505-955-6346).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/02/2022

Governing Body: 3/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-13797

Motion Type - Approve

Motion Mover -

Motion Secunder -

Motion Status -

Vote For Count - 0

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names -

Vote Against Names -

## VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No.1 to Contract #21-0335 with Homewise to Amend the Scope of Work and Increase the Amount of Mortgage Principal Reduction Assistance per Household from \$30,000 to \$80,000 (Alexandra Ladd, Director, Office of Affordable Housing, [agladd@santafenm.gov](mailto:agladd@santafenm.gov); 505-955-6346).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/02/2022

Governing Body: 3/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-13797

Motion Type - Approve

Motion Mover -

Motion Secunder -

Motion Status -

Vote For Count - 0

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names -

Vote Against Names -

**VOTE SUMMARY**



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No.1 to Contract #21-0335 with Homewise to Amend the Scope of Work and Increase the Amount of Mortgage Principal Reduction Assistance per Household from \$30,000 to \$80,000 (Alexandra Ladd, Director, Office of Affordable Housing, [agladd@santafenm.gov](mailto:agladd@santafenm.gov); 505-955-6346).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/02/2022

Governing Body: 3/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-13797

Motion Type - Approve

Motion Mover -

Motion Secunder -

Motion Status -

Vote For Count - 0

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names -

Vote Against Names -

**VOTE SUMMARY**



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No.1 to Contract #21-0335 with Homewise to Amend the Scope of Work and Increase the Amount of Mortgage Principal Reduction Assistance per Household from \$30,000 to \$80,000 (Alexandra Ladd, Director, Office of Affordable Housing, [agladd@santafenm.gov](mailto:agladd@santafenm.gov); 505-955-6346).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/02/2022

Governing Body: 3/09/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-13797

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Renee Villarreal

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

## VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal


User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)


# City of Santa Fe, New Mexico

# memo

**Date:** February 2, 2022

**To:** Finance Committee –February 14, 2022  
Quality of Life Committee –February 16, 2022  
City Council – February 23, 2022

**Via:** Alexandra Ladd, Director, Office of Affordable Housing   
Alexandra Ladd (Feb 16, 2022 13:21 MST)

**From:** Cody Minnich, Housing Grants Manager, Office of Affordable Housing   
Cody Minnich

**Re.** Approval of Amendment to Homewise CDBG Contract

---

## **ACTION REQUESTED**

Approve the following contract amendment to to amend the Scope of Work to increase the amount of mortgage principal reduction assistance per household from \$30,000 to \$80,000: Homewise (PSA Item #21-0335).

## **BACKGROUND**

CDBG is the Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides funds to local governments for a wide-range of eligible housing and community development activities. In March of 2021, Homewise was awarded CDBG funds in the amount of \$300,000 for the purposes of providing loans to homebuyer households earning less than 80% area median income (AMI) for the purposes of “buying down” the amount of mortgage required to purchase a home. The cap for this assistance was set at \$30,000 per household.

## **ITEM AND ISSUE**

Recent increases in home values in the Santa Fe market have made it all but impossible for CDBG-eligible households to afford homes. According to the Santa Fe Association of Realtors' Quarterly Property Statistics, the median sales price for a single family home in the City of Santa Fe is \$535,000 as of December of 2021. In contrast, the average CDBG-eligible homebuyer at 80%AMI can approximately afford a maximum mortgage of \$240,000 (@4% interest). Even with CDBG assistance, these households are priced out of the current market. Despite having a pipeline of “mortgage ready” buyers, Homewise has not been able to deploy their CDBG funds. Raising the limits on assistance as proposed in this amendment will enable Homewise to better respond to current market conditions. As a direct result, five to ten households earning less than 80% AMI will be able to attain their dream of homeownership.






# (e) Memo-MPR-CapIncrease\_AL

Final Audit Report

2022-02-16

Created:	2022-02-16
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_PEtJoL9r7ICb_ywnImAL1GzQaz691tG

## "(e) Memo-MPR-CapIncrease\_AL" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)  
2022-02-16 - 5:51:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature  
2022-02-16 - 5:51:50 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)  
2022-02-16 - 10:20:44 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)  
Signature Date: 2022-02-16 - 10:21:10 PM GMT - Time Source: server- IP address: 63,232,20,2
-  Agreement completed.  
2022-02-16 - 10:21:10 PM GMT






# (e) Memo-MPR-CapIncrease\_AL

Final Audit Report

2022-02-16

Created:	2022-02-16
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9sGlfDIC5s9mzVj3UMJI_E4zfc1HchAb

## "(e) Memo-MPR-CapIncrease\_AL" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)  
2022-02-16 - 10:24:58 PM GMT- IP address: 63.232.20.2
-  Document emailed to Cody Minnich (cjminnich@ci.santa-fe.nm.us) for signature  
2022-02-16 - 10:25:33 PM GMT
-  Email viewed by Cody Minnich (cjminnich@ci.santa-fe.nm.us)  
2022-02-16 - 10:30:27 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Cody Minnich (cjminnich@ci.santa-fe.nm.us)  
Signature Date: 2022-02-16 - 10:30:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-16 - 10:30:58 PM GMT

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT  
Item #21-0335**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT, dated July 6, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Homewise (the "Subrecipient"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

B. The City desires to engage the Subrecipient to render certain services to the City and its citizens.

C. The Subrecipient further certified that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

D. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

E. The City recognized that real estate values continue to escalate dramatically, resulting in the current median sales price of a home being almost \$550,000 as of December 2021, putting homeownership out of reach of many CDBG eligible home buyers.

**AGREEMENTS**

Pursuant to Article 12 of the Contract, 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 I, Section B is hereby Amended to read as follows:

Contractor will determine the amount of assistance needed to make the cost of the home affordable based on the household's income, but not so much that it creates undue enrichment, Assistance will be capped at \$80,000 per household.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Community Development Block Grant Contract as of the date signed by the City set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICI  
CITY CLERK

CONTRACTOR:  
HOMEWISE

By: Mike Loftin  
Mike Loftin (Feb 15, 2022 08:42 MST)  
MIKE LOFTIN  
EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE:

Marcoa Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY  
FINANCE DIRECTOR

2402750.510400 AH  
AH  
BUSINESS UNIT/LINE ITEM







# (b) Amendment (signed by legal)

Final Audit Report

2022-02-15

Created:	2022-02-08
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApeCLW6zVpuGFzFKFB6B5RDZTzZHph_J2

## "(b) Amendment (signed by legal)" History


-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)  
2022-02-08 - 3:28:46 PM GMT- IP address: 63.232.20.2
-  Document emailed to Mike Loftin (mloftin@homewise.org) for signature  
2022-02-08 - 3:29:06 PM GMT
-  Email viewed by Mike Loftin (mloftin@homewise.org)  
2022-02-08 - 3:51:50 PM GMT- IP address: 67.0.238.246
-  Email viewed by Mike Loftin (mloftin@homewise.org)  
2022-02-15 - 3:41:46 PM GMT- IP address: 50.228.18.226
-  Document e-signed by Mike Loftin (mloftin@homewise.org)  
Signature Date: 2022-02-15 - 3:42:46 PM GMT - Time Source: server- IP address: 50.228.18.226
-  Agreement completed.  
2022-02-15 - 3:42:46 PM GMT


# City of Santa Fe, New Mexico

# memo

**Date:** February 2, 2022

**To:** Finance Committee –February 14, 2022  
Quality of Life Committee –February 16, 2022  
City Council – February 23, 2022

**Via:** Alexandra Ladd, Director, Office of Affordable Housing   
Alexandra Ladd (Feb 16, 2022 13:21 MST)

**From:** Cody Minnich, Housing Grants Manager, Office of Affordable Housing   
Cody Minnich

**Re.** Approval of Amendment to Homewise CDBG Contract

---

## **ACTION REQUESTED**

Approve the following contract amendment to to amend the Scope of Work to increase the amount of mortgage principal reduction assistance per household from \$30,000 to \$80,000: Homewise (PSA Item #21-0335).

## **BACKGROUND**

CDBG is the Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development (HUD). The CDBG Program provides funds to local governments for a wide-range of eligible housing and community development activities. In March of 2021, Homewise was awarded CDBG funds in the amount of \$300,000 for the purposes of providing loans to homebuyer households earning less than 80% area median income (AMI) for the purposes of “buying down” the amount of mortgage required to purchase a home. The cap for this assistance was set at \$30,000 per household.

## **ITEM AND ISSUE**

Recent increases in home values in the Santa Fe market have made it all but impossible for CDBG-eligible households to afford homes. According to the Santa Fe Association of Realtors' Quarterly Property Statistics, the median sales price for a single family home in the City of Santa Fe is \$535,000 as of December of 2021. In contrast, the average CDBG-eligible homebuyer at 80%AMI can approximately afford a maximum mortgage of \$240,000 (@4% interest). Even with CDBG assistance, these households are priced out of the current market. Despite having a pipeline of “mortgage ready” buyers, Homewise has not been able to deploy their CDBG funds. Raising the limits on assistance as proposed in this amendment will enable Homewise to better respond to current market conditions. As a direct result, five to ten households earning less than 80% AMI will be able to attain their dream of homeownership.






# (e) Memo-MPR-CapIncrease\_AL

Final Audit Report

2022-02-16

Created:	2022-02-16
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_PEtJoL9r7ICb_ywnImAL1GzQaz691tG

## "(e) Memo-MPR-CapIncrease\_AL" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)  
2022-02-16 - 5:51:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature  
2022-02-16 - 5:51:50 PM GMT
-  Email viewed by Alexandra Ladd (agladd@santafenm.gov)  
2022-02-16 - 10:20:44 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alexandra Ladd (agladd@santafenm.gov)  
Signature Date: 2022-02-16 - 10:21:10 PM GMT - Time Source: server- IP address: 63,232,20,2
-  Agreement completed.  
2022-02-16 - 10:21:10 PM GMT






# (e) Memo-MPR-CapIncrease\_AL

Final Audit Report

2022-02-16

Created:	2022-02-16
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9sGlfDIC5s9mzVj3UMJI_E4zfc1HchAb

## "(e) Memo-MPR-CapIncrease\_AL" History

-  Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)  
2022-02-16 - 10:24:58 PM GMT - IP address: 63.232.20.2
-  Document emailed to Cody Minnich (cjminnich@ci.santa-fe.nm.us) for signature  
2022-02-16 - 10:25:33 PM GMT
-  Email viewed by Cody Minnich (cjminnich@ci.santa-fe.nm.us)  
2022-02-16 - 10:30:27 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Cody Minnich (cjminnich@ci.santa-fe.nm.us)  
Signature Date: 2022-02-16 - 10:30:58 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-16 - 10:30:58 PM GMT

**CITY OF SANTA FE**

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT**

THIS CONTRACT is made and entered into this 6th day of July \_\_\_\_\_, 2021 by and between the City of Santa Fe, a municipal corporation, (the "City") and Homewise, Inc. (the "Subrecipient").

**RECITALS**

1. The Subrecipient has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383.

2. The City desires to engage the Subrecipient to render certain services to the City and its residents.

3. The Subrecipient further certifies that it is willing and able to perform these services and that said services to be performed are within the Subrecipient's legal powers and capabilities.

4. The City desires to engage the Subrecipient to render these certain services in connection therewith as more particularly set forth hereafter.

**AGREEMENTS**

NOW, THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

The Subrecipient agrees to utilize CDBG funds for projects that serve low to moderate-income residents within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

A. Provide mortgage principal reduction assistance loans for a minimum of ten (10) households with incomes at or below 80% AMI. Loans are no-payment, 0% interest, and deferred for repayment until property is transferred.

B. The amount of assistance is capped at \$30,000 per household.

C. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI % of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the City's CDBG quarterly reporting form.

II. NATIONAL OBJECTIVES

The Subrecipient certifies that the service carried out with funds provided under this Contract will meet one or more of the Community Development Block Grant (hereinafter "CDBG") Program's National Objectives:

1. Benefit low/moderate income persons (0-80% LMI);
2. Aid in the prevention or elimination of slums or blight; and
3. Meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

This project meets the national objective of the Community Development Block Grant Program by benefiting low and moderate-income persons.

III. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and

levels of accomplishment as stated above. Substandard performance as determined by the City will constitute noncompliance with this Contract. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

#### IV. WORK PLAN AND REPORTING

A. Work Plan: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. Annual Budget: All project activities will be in accordance with the attached budget and work plan (Exhibit A) per 24 CFR 570.503(b)(1).

C. Invoicing: The Subrecipient shall submit to the City quarterly reports in order to receive reimbursement for these services. Quarterly reports must be filed no later than the 15<sup>th</sup> calendar day for the preceding month. A fund requisition with documentation in support of each budgetary category will be submitted. This documentation must include the original or a certified copy or copies of invoices, vouchers, statements, etc. All costs chargeable to the City must be in accordance with budgetary and other restrictions of expenses established by this Contract. Funds for reimbursement can be disbursed on any Friday of each month during the contract period. In order for the City to meet this deadline, the Subrecipient is required to submit its request for reimbursement by Monday, 5:00 p.m., in order to receive payment by the following Friday. The Subrecipient shall

submit a Final Project Report assessing the comparison of results achieved in relation to stated goals and objectives in the Scope of Services approved by the City. This report is due to the Office of Affordable Housing fifteen (15) days after the completion of the Contract.

D. Final Payment: Since all payments under this Contract shall be quarterly on a cost reimbursement basis, the City shall be entitled to withhold the final ten percent (10%) due hereunder, pending final approval by the City of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the Subrecipient shall furnish the City proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein, have been properly paid and released.

E. Program Monitoring and Financial Audits: At such time and in such form as the City may require there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Contract. Furthermore, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City or its designee for examination, all records maintained by the Subrecipient with respect to all matters covered by this Contract; and, the Subrecipient will permit the City to audit, examine and make excerpts or transcripts from such records, and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract subject to the limitations set out above. Any Subrecipient receiving City CDBG funds in excess of fifteen thousand dollars (\$15,000) or any combination of public (City, State, or Federal) monies in excess of twenty-five thousand dollars (\$25,000) shall perform a final audit on all funds received

from all sources for the program no later than ninety (90) days after completion of the sub-recipient's fiscal year, and shall furnish the City with said audit. This audit shall be performed by an independent agency. Any Subrecipient receiving a sum of less than fifteen thousand dollars (\$15,000) in City CDBG funds must submit an audited financial statement on all funds received from all sources for the program after completion of the sub-recipient's fiscal year, and shall furnish the City with said financial statements.

V. STATUS OF CONTRACTOR

The Subrecipient, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Subrecipient, 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 Contract.

VI. COMPENSATION

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation shall not exceed three hundred thousand dollars (\$300,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$300,000). 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. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that the City will not be responsible for any expenses incurred in the implementation of the aforementioned program which are in excess of funds approved by the City and contained in the budget.

C. If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

D. The Subrecipient may incur costs only during the period set forth in this Agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

E. 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.

VII. 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.

VIII. ADDITIONAL CONTRIBUTIONS

The Subrecipient may use the funds of the City granted herein to obtain Federal, State or other grants to carry out the Scope of Services herein.

A. Program Income: The Subrecipient shall report yearly income as defined as 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

IX. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization made by the City for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City, this Contract shall terminate upon written notice being given by the City to the Subrecipient. The City's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

X. FISCAL AGENT

The subrecipient will act as its own Fiscal Agent and will defend, indemnify and hold harmless the City from any and all liability, costs and expenses whatsoever for expenditure of funds pursuant to the Scope of Services of this Contract.

XI. BUDGET REVISIONS The Subrecipient will inform the City of any "line item" revisions to the attached budget, within the maximum compensation shown in this Agreement and will obtain the City's prior written approval of any change that represents at least 25 percent or more of the line item amount per the latest approved budget. Any budget revisions must be eligible expenditures under this Agreement and Title I of the Community Development Act.

XII. ELIGIBLE AND INELIGIBLE COSTS

A. Criteria. This section provides criteria for the determination of whether costs are eligible or ineligible for funding under this Contract. Costs incurred, which are determined by the City to be ineligible under these criteria, may not be charged to this Contract.

B. Standards. All costs incurred must be reasonable and of a nature which

clearly relates to the specific purposes and end product of the contract under which the services are being performed. Care must be exercised by all concerned in incurring costs to assure that expenditures conform to these general standards, including 2 CFR Part 200, and the following criteria for eligible costs.

C. Eligible Costs. To be eligible for inclusion, the cost must:

(1) Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.

(2) Be in conformance with any limitations, exclusions and provisions pursuant to this Contract, State and Local Laws, or other governing limitations.

(3) Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed.

(4) Be net after allowance of all applicable credits such as purchase discounts, rebates or allowances, sales or publication of materials, or other income or refunds.

(5) Be in accordance with budgetary or other restrictions on expenses established by the City.

(6) Be fully documented.

(7) The Subrecipient shall reimburse the City any costs and expenses declared ineligible by the City which may have been reimbursed erroneously to the Subrecipient by the City under whatever conditions.

D. Ineligible Costs. Ineligible costs shall be as follows:

(1) Accounting. Costs of maintaining central accounting records necessary for overall local government purposes, such as appropriation of fund accounts by the Treasurer, or similar officials, are considered general expenses of the Subrecipient

and are ineligible costs. However, the cost of establishing and maintaining accounting or other information systems required for the management of the program are eligible costs including costs incurred by central services agencies for these purposes.

(2) Bad Debts. Any losses arising from uncollectible accounts and other claims, and related costs.

(3) Budget. Costs of a central budget office, except the costs of employees in the central budget office of the Subrecipient directly involved in the program as set forth in the Scope of Services, hereto, and clearly identifiable. However, costs incurred for the development, preparation, presentation, and execution of program and project budgets performed by the Subrecipient are eligible costs.

(4) Contingencies. Contribution to a contingency reserve or any similar provision for unforeseen events.

(5) Contributions and Donations. Political, charitable and fundraising solicitations, payments, gifts and expenses.

(6) Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

(7) Board Expenses. The salary and expenses if any, of the Chairman of the Board of the Subrecipient are considered a cost of the Subrecipient and are not eligible costs in any way to this Contract.

(8) Fines and Penalties. Costs resulting from violations of or failure to comply with federal, state and local laws and regulations.

(9) Interest and other Financial Costs. Interest on borrowing (however represented); bond discounts, cost of financing and refinancing operations and legal and

professional fees paid in connection therewith.

(10) Legal Fees. Costs for legal advice or work are ineligible, except those required directly for the administration of the program, which are eligible.

(11) Legislative Expenses. Costs for lobbying or testimony before the legislature or any of its committees, whether incurred for the purposes of legislation or executive direction, are not eligible.

(12) Membership Expenses. Cost of membership in any organization is ineligible.

(13) Travel. Costs in excess of those allowed by the City for its employees are ineligible.

(14) Meeting Attendance. Costs of attending meetings which are not included in the budget are ineligible.

(15) Expenses Related to Fundraising. Cost of postage, printing or external subcontracting for grant writers or development specialists.

### XIII. SPECIAL PROVISIONS

A. The Subrecipient realizes that the availability of funds for the activity covered by the "Scope of Services," herein and for performance of this Agreement, depend solely on the provisions of said funds by HUD, such provisions being contingent on the City's approval of these activities as eligible under the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990 and other pertinent federal regulations. However, the City shall notify the Subrecipient in writing within five days of receipt by the City of any determination by HUD to terminate CDBG funding.

B. In the event the Subrecipient or its organization is dissolved or discontinues

making loans as provided herein, or this Agreement is not renewed after it expires, the Subrecipient shall upon such dissolution, discontinuation or within sixty (60) days after expiration of this Agreement if its renewal has not in the meantime been executed:

(1) Return to the City all unexpended Community Development Block Grant funds received from the City and CDBG program income in the possession of the Subrecipient that have not been already obligated through contracts.

(2) Assign and transfer to the City the equity on all outstanding loans and mortgages which have been provided by the Subrecipient from Community Development grant funds and related program income under this and previous agreements. The Subrecipient shall provide the City with a listing of the borrowers and outstanding amounts, together with up-to-date records of principal and interest payments and balances of the accounts of said borrowers.

#### XIV. CONFLICT OF INTEREST

The Subrecipient agrees to abide by the provision of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

A. Interest of Members of City: No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Contract, or any other person who exercises any functions or responsibilities in connection with any of the provisions of the Contract, shall have any personal financial interest, direct or indirect, in this Contract; and the Subrecipient shall take appropriate steps to assure compliance.

B. Interest of Subrecipient and Employees: The Subrecipient shall not allow any person who presently exercises any functions or responsibilities in connection with

the provisions of this Contract, to have personal financial interests, direct or indirect, in this Contract. The Subrecipient further shall not allow in the performance of this Contract any person having any conflicting interest to be employed by the Subrecipient. Any interest on the part of the Subrecipient or its employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the Subrecipient.

Should the subrecipient discover a potential conflict of interest, the subrecipient shall immediately disclose in writing to the City and specifically ask for guidance on how to resolve the conflict and prior to any act in furtherance of the conflict. The disclosure shall include a description of the nature of the conflict; the name, position, phone number and address of the person with the conflict; the date of the notification; and requested action to address the conflict. Disclosures of real, apparent or perceived conflicts of interest shall be made to the City and the City must agree in writing to a proper course of subsequent action prior to the disbursement of CDBG funds.

C. Certification:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid

or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

#### XV. DISCRIMINATION PROHIBITED

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability; and (2) affirmative action will be taken to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability.

B. No person in the United States shall, on account of race, color, age, religion, sex, sexual orientation, national origin, and physical or mental disability, be excluded from participating in, denied the benefits of, or subjected to discrimination under

this Contract or activity made possible by or resulting from the Contract.

C. Subrecipient will abide by all requirements of the Americans with Disabilities Act. Subrecipient shall be kept informed of employee discrimination prevention requirements and program and facility accessibility standards.

**XVI. WOMEN- AND MINORITY- OWNED BUSINESSES (W/MBE)**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15USC 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**XVII. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided for directly or indirectly under this Contract shall be used in the performance of this Contract for any political activity prohibited by Federal, State or local law.

**XVIII. CONFIDENTIALITY**

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

City.

**XIX. REPRESENTATIONS IN SUBMITTALS**

The City has relied on all representations in the Subrecipient's submittals in awarding this Agreement and the Subrecipient warrants the accuracy of all representations. Misrepresentations in the submittals will be cause for termination of this Agreement.

**XX. AMENDMENT**

This Contract shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

**XXI. NOTICES AND ADDRESSES**

Any notices required to be given under this agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

For the City, notices may be sent to:

City of Santa Fe  
Office of Affordable Housing  
P.O. Box 909  
Santa Fe, New Mexico 87504-0909

For the Subrecipient, notices may

Homewise  
1301 Siler Road, Building D  
Santa Fe, NM 87507

**XXII. ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or otherwise) without the prior written consent of the City.

**XXIII. WARRANTY OF AUTHORITY**

The Subrecipient warrants that it has full corporate and other authority, under its

articles of corporation, bylaws, resolutions, other pertinent corporate documents, instruments, and agreements, and otherwise to enter into this agreement, to bind itself under this agreement, and to perform this Agreement in accordance with the terms and provisions of this Agreement.

XXIV. BINDING EFFECT

This Agreement is binding upon and inures to the benefit of the successors, successors-in interest, assigns and transferees of the City and the Subrecipient.

XXV. SEVERABILITY

In case any 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.

XXVI. DISPOSITION OF PROPERTY

A. All non-expendable property acquired by the Subrecipient pursuant to this Contract shall be recorded in the property records of the City prior to reimbursement to the Subrecipient for expenses incurred in order to acquire said property. For purposes of this Contract, the term "non-expendable property" means items of tangible, personal property that are non-perishable such as equipment, software, and furniture. The use and disposition of real property and equipment under this Contract shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

B. Subrecipient shall be accountable for all recorded non-expendable property which is recorded as City property for a period of five years as established by the City.

C. All non-expendable property acquired pursuant to this Contract shall remain in the possession of and shall be used only by the Subrecipient, provided that said property continues to be used for the same purposes and in the same manner as originally intended.

D. If the Subrecipient cannot continue to effectively use recorded non-expendable property for the same purposes and in the same manner as originally intended and described in this Contract, all such non-expendable property shall remain in the possession of, and shall be used by the Subrecipient for similar purposes and in a similar manner as initially used; provided, however, that conversion of said property to a similar use in another similar program must first receive the express written consent of the City.

E. If the Subrecipient can neither continue to effectively use recorded non-expendable property for the same purposes and in the same manner originally intended nor continue to effectively use said property for the same or similar purposes and in a similar manner as permitted by this Contract, the City may provide for the disposition of said property wholly and entirely at the City's discretion.

F. The City may, in writing, waive and relinquish all claims the City may have in and to recorded non-expendable property.

G. When the Subrecipient's period of accountability for any non-expendable property expires, said property shall revert to the City unless otherwise provided for in a written agreement between the Subrecipient and the City. Assets on hand at the expiration of the Contract in excess of twenty-five thousand dollars (\$25,000) shall be disbursed in accordance with reversion of assets of 24 CFR 570.503 Agreements with Subrecipients of the CDBG regulation; or

(i) The Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City. (No payment is required after the period of time specified in 24 CFR 570.503(b)(7)(i).

**XXVII. COMPLIANCE WITH LOCAL LAW**

The Subrecipient shall comply at its own cost with all applicable laws, ordinances and codes of the State and the City.

**XXVIII. THIRD PARTY BENEFICIARIES**

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

**XXIX. JURISDICTION CLAUSE**

This Contract shall be performed in Santa Fe, New Mexico. Any legal action or cause of action arising in connection herewith shall be within the jurisdiction and venue of the appropriate court in Santa Fe, New Mexico, for all purposes.

**XXX. SUSPENSION AND TERMINATION**

A. This Contract 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, the City may terminate this agreement for convenience in accordance with 2 CFR Part 200.

B. The City may enforce remedies for noncompliance in accordance with 2

CFR Part 200. The City may also suspend or terminate this Contract, in whole or in part, if the Subrecipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is not in compliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Subrecipient is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

**XXXI 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.

**XXXII. 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 insured.

**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.

### **XXXIII. INDEMNIFICATION**

The Subrecipient shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Subrecipient's performance under this Agreement as well as the performance of Subrecipient's employees, agents, representatives and subcontractors.

#### XXXIV. ENTIRE CONTRACT

This Contract constitutes the entire contract between the parties hereto. Prior contracts, whether written or oral, or assertion of statement, of understanding, or other commitment antecedent to this Contract shall have no force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing.

#### XXXV. GENERAL CONDITIONS

A. General Compliance: The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract and as set forth at 24 CFR Part 570 subpart K, except that the Subrecipient does not assume the recipient's environmental responsibilities under 24 CFR 570.604 and 24 CFR Part 52. The Subrecipient further agrees to utilize funds available under this Contract to supplement rather than supplant funds otherwise available.

B. Grantor Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

#### XXXVI. ADMINISTRATIVE REQUIREMENTS

##### A. Financial Management

1. Accounting Standards. The Subrecipient agrees to comply with 24 CFR Part 200 and agrees to adhere to the accounting principles and procedures required

therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with the Uniform Administrative Requirements of 24 CFR 570.502, 24 CFR 570.503, and 2 CFR Part 200. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### XXXVII. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (1) Records providing a full description of each activity undertaken;
- (2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- (3) Records required to determine the eligibility of activities;
- (4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- (5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- (6) Records documenting compliance with EPLS/SAM for each sub-contractor;
- (7) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200;
- (8) Other records necessary to document compliance with Subpart K of

24 CFR Part 570.

(9) Other records necessary to document compliance with Sections 1012 and 1013 of Title X amending the Lead-based Paint Poisoning Prevention Act of 1971 and title 24 of the Code of Federal Regulations as part of 35 (24 CFR 35).

XXXVIII. CLIENT DATA

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or its designees for review upon request.

XXXVIX. DISCLOSURE

The Subrecipient understands that client information collected under this Contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the State of New Mexico unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

XL . PROPERTY RECORDS

The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503 (b) (8), as applicable.

XLII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

XLII. ENVIRONMENTAL CONDITIONS

A. Air and Water: The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Contract:

(1) Clean Air Act, 42 USC, 7401, *et seq.*;

(2) Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

(3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection: In accordance with requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint: The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be property notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

#### XLIII. CLOSE OUTS

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are

not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.

XLIV. LAND COVENANTS

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

XLV. SECTION 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the handicapped in any Federally assisted program.

XLVI. PROHIBITED ACTIVITY

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

## XLVII. LABOR STANDARDS

A. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), the Copeland “Anti-Kickback” Act (18 USC 874 *et seq.*), its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

B. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight units, all contractors engaged under contracts in excess of two thousand dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### XLVIII. COMPLIANCE

A. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, ("Section 3") and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the contract through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

B. The Subrecipient further agrees to comply with "Section 3" requirements and to include the following language in all subcontracts executed under this Contract.

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of "Section 3" of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). "Section 3" requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located".

#### XLIX. NOTIFICATIONS

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advising said labor organization or worker's representative

of its commitments under the above-referenced "Section 3" clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

L. SUBCONTRACTS

The Subrecipient will include the above-referenced "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the City. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

LI. RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Subrecipient shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Subrecipient in the performance of the services under this Contract.

B. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement. .

LII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

LIII. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

LIV. RELEASE

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

LV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Contract and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Contract.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

APPROVED AND AUTHORIZED:



ALAN WEBBER, MAYOR

DATE: Jul 15, 2021

ATTEST:

Kristine Mihelcic  
Kristine Mihelcic (Jul 18, 2021 23:50 MDT)

**KRISTINE BUSTOS MIHELICIC** *KB*  
**CITY CLERK**

GB MTG 06/30/2021

SUBRECIPIENT:  
HOMEWISE

Laura Altomare  
Laura Altomare (Apr 14, 2021 11:24 MDT)

**LAURA ALTOMARE**  
**ACTING CHIEF EXECUTIVE OFFICER**

DATE: \_\_\_\_\_

New Mexico Taxation and Revenue  
Dept.  
CRS No. 02-062377-00-1  
City of Santa Fe Business Registration  
No. 223754

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Apr 12, 2021 13:05 MDT)

**SENIOR ASSISTANT CITY ATTORNEY**

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director  
Alexis Lotero, Assistant Finance Director (Jul 15, 2021 10:40 MDT)

**MARY MCCOY**  
**FINANCE DIRECTOR**

2402750. 510400 AJH  
AJH

**ORG/OBJ #**

EXHIBIT A: Per Section V.B. of the Professional Services Agreement and per 24 CFR 570.503(b)(1).

Addendum Project Budget for (Homewise)

Type of funding	Source/ Amount	Source/ Amount	Source/ Amount	Totals
<b>Final CDBG AMOUNT</b>				<b>\$300,000</b>
<b>Other Federal Funds (for amortizing loans)</b>				
<b>Other Federal Funds (for amortizing loans)</b>				
<b>Amortizing funds</b>				
<b>City Funding (i.e. Youth and Family, Human Services Divisions)</b>				<b>\$</b>
<b>State funds (i.e. MFA)</b>				<b>\$</b>
<b>Other (i.e. in-kind, private funds)</b>	FNMA and Homewise Loan Fund (Committed) = \$2,355,050 Buyer contributions = \$53,400	<b>Federal Home Loan Bank (Committed) = \$55,000</b>		<b>\$2,463,450</b>
				<b>\$</b>
<b>Total of all funding sources</b>				<b>\$2,763,450</b>

The following chart details how the secured funding amount will support the various aspects of (Homewise).

Cost	CDBG Allocation
CDBG Funds	\$300,000
Home purchase	\$2,463,450
Cost	Private Leveraged Funds
Other	
<b>Total</b>	<b>\$2,763,450</b>



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202677

Contractor: Homewise

Description: Principle reduction

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 07/01/2021 Term End Date: 06/30/2022

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0335

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: \$300,000**

**Amendment #1: Scope of work - Contractor will determine the amount of assistance needed to make the cost of the home affordable based on the household's income**

3. Procurement History: RFA #21/24/P

John Deary  
John Deary (Feb 21, 2022 13:03 MST)

Feb 21, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: Amend #1 for to cap amount issued from \$30k to \$80k. BLOCK GRANT due to standard cost of homes \$550k in SF as of 12/31/21. sub recipient -HOMEWISE

4. Funding Source: 240 - CDBG

Org / Object: 2402750.510400

Andy Hopkins  
Andy Hopkins (Feb 16, 2022 17:01 MST)

Feb 16, 2022

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: \_\_\_\_\_

# BUSINESS REGISTRATION

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



**Business Name:** HOMEWISE  
DBA: HOMEWISE

**Business Location:** 1301 SILER RD D  
SANTA FE, NM 87501

**CRS Number:** 02-062377-00-1

**Owner:** HOMEWISE

**License Number:** 223754

**License Type:** Business License - Renewable

**Issued Date:** December 13, 2021

**Classification:** Business Registration - Standard

**Expiration Date:** December 13, 2022

**Fees Paid:** \$35.00

HOMEWISE  
1301 SILER RD D  
SANTA FE, NM 87505

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: Homewise

Procurement Title: RFP #21/24/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 OAH 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 02/01/2022

Department Rep Printed Name (attesting that all information included) Title Date  
Fran Dunaway Chief Procurement Officer Feb 21, 2022

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)

11/30/2021

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

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.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services) and CONTACT (Michelle Vialpando, (505) 992-1873). Includes insurer details for Central Mutual, New Mexico Commercial, and Evanston Insurance.

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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and FF Excess Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) \*COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: \$250,000/Deductible: \$2,500

\*\*PROFESSIONAL LIABILITY COVERAGE - Policy #MPL222769521 - Eff: 5/23/2021 to 5/23/2022 - Underwriters at Lloyd's London - \$1,000,000 Each Claim Limit; \$1,000,000 All Claims Aggregate - Deductible: \$10,000 Each Claim.

\*\*\*DIRECTORS & OFFICERS LIABILITY COVERAGE - Policy #DOL3664426 - Eff: 10/1/21 to 10/1/22 - Great American Insurance Company - \$5,000,000 Each Claim Limit; \$5,000,000 All Claims Aggregate SEE ATTACHED ACORD 101

Table with 2 columns: CERTIFICATE HOLDER (City of Santa Fe, PO Box 909) and 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).

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the approval of Amendment No. 4 to the PSA with Vladimir Jones (PRACO) in the Total Amount of \$52,700 for Advertising Agency services for TOURISM Santa Fe for FY22; (Randy Randall, Executive Director, rrandall@santafenm.gov, 505-955-6209).

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/9/2022

Item Type - contract amendment

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13801

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

**VOTE SUMMARY**



City of Santa Fe

User Name - Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (Praco)

Procurement Title: Advertising Agency of Record Services - Amendment #4 for FY22

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting TOURISM Santa Fe Staff Name Jordan Guenther

### Procurement Requirements:

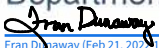
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction 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:

Jordan Guenther, Marketing Director 2/16/22

<u>Department Rep Printed Name (attesting that all information included)</u>	<u>Title</u>	<u>Date</u>
	Chief Procurement Officer	Feb 21, 2022

<u>Purchasing Officer (attesting that all information is reviewed)</u>	<u>Title</u>	<u>Date</u>
--	--------------	-------------

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



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 16, 2022

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

**VIA:** John W. Bair, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Richard Brown, Community Development Director *Richard Brown*

**FROM:** Randy Randall, TOURISM Santa Fe Executive Director *Randy Randall*

Randy Randall (Feb 18, 2022 10:30 MST)

### ITEM AND ISSUE:

Request for the approval of Amendment #4 to the PSA with Vladimir Jones (PRACO) in the Total Amount of \$52,700.00 for Advertising Agency services for TOURISM Santa Fe for FY22; Dept. Contact: Randy Randall, [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov), 505-955-6209.

### BACKGROUND AND SUMMARY:

On January 11, 2019, the City advertised for request for proposals (RFP '19/25/P). This RFP was for professional services for TOURISM Santa Fe's Agency of Record (AOR). Vladimir Jones was selected to the AOR and to provide agency services. Amendment #1 was to extend the term and increase the compensation amount for FY21, Amendment #2 added an additional \$175,000 to the reduced funding in FY21 and Amendment 3 was to extend the term for FY22 and increase compensation for FY22

On May 12, 2021, the Governing Board approved a grant agreement between NMTD and TOURISM Santa Fe for the amount of \$300,000. BAR was approved by Governing Body on May 26, 2021. The BAR increased Tourism revenue and expenditures in CCC by \$300,000. The funding of \$52,700 Amendment will come from this grant.

### PROCUREMENT METHOD:

The procurement method was an RFP '19/25/P which resulted in the approval of contract #19-0384.

### CONTRACT NUMBER:

The FY20 Munis contract number is 3200492.

### FUNDING SOURCE:

SF Conv. Center/Fund 520  
CCC Operations/5206600  
Advertising/561850

### ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval of Amendment #4 to the Professional Services Agreement with Vladimir Jones (PRACO).

CITY OF SANTA FE

**Advertising Agency of Record Contract for  
TOURISM Santa Fe**

**"REQUEST FOR PROPOSALS"**

*Advertising*

**RFP #19/25/P**

**PROPOSAL DUE:**

February 18, 2018  
**2:00 P.M.**  
**PURCHASING OFFICE**  
**CITY OF SANTA FE**  
**2651 SIRINGO ROAD**  
**BUILDING "H" SANTA FE,**  
**NEW MEXICO 87505**

---

## PROPOSAL SCHEDULE

### RFP # '19/25/P

1. Advertisement January 18, 2019
2. Issuance of RFP'S: January 18, 2019
3. Receipt of proposals: February 18, 2019 at 2:00 p.m.  
local prevailing time.  
Purchasing Office 2651  
Siringo Road Bldg., "H"  
Santa Fe, New Mexico  
87505 (505) 955-5711
4. Evaluation of proposals: February 19-22, 2019
5. Notify Finalists: March 1, 2019
6. Interviews: March 26-29, 2019  
*PWC: 4/22 deadline 4/12 packet*
7. Recommendation of  
award to Finance Committee: April 29, 2019
8. Recommendation of  
award to City Council: May 8, 2019

**DATES OF CONSIDERATION BY FINANCE COMMITTEE AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.**

**CITY OF SANTA FE  
AMENDMENT No. 4 TO  
SERVICE AGREEMENT  
ITEM# 19-0384**

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE SERVICE AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and **VLADIMIR JONES (PRACO)**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. COMPENSATION.

Article 2, Compensation of the Agreement is amended to read as follows:

2. Compensation

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **Fifty Two Thousand Seven Hundred dollars (\$52,700), such compensation not to exceed Fifty Two Thousand Seven Hundred dollars (\$52,700) including gross receipts tax.** The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement #19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, **shall not exceed Four Million Five Hundred Seventy Seven Thousand Seven Hundred dollars (\$4,577,700).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall

equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

*Meredith Vaughan*

\_\_\_\_\_  
MEREDITH VAUGHN

DATE: \_\_\_\_\_

**CEO**

\_\_\_\_\_  
CEO

DATE: **Feb 15, 2022**

\_\_\_\_\_  
CRS# 03-436229-00-0

Registration# 227045

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

*Marco Martinez*

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

5206600.561850

CCC Ops/Advertising

*AH*  
AH

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 Vladimir Jones, 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.

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

- 1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
- 2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
- 3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

- 1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
- 2) Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
- 3) Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
- 4) Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In

addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

- 1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
- 2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.
- 3) The Contractor shall submit periodic reports to the governing body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the governing body shall furnish copies of them to the tax advisory board.

D. Production:

- 1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

- 1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

- F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

- 1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
- 2) The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
- 3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of One Million Six-Hundred Thousand dollars (\$1,600,000), such compensation not to exceed One million six-hundred thousand dollars, excluding gross receipts tax.

**The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed One Million Six Hundred Thousand Dollars total contract price for the full term of the contract. 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. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$100,000 dollars (\$100,000) in FY19, and \$1,500,000 in FY20. . **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$100,000 in FY19. The \$100,000 in FY19 shall be used for Increased Production or Media (net) as approved by Client. The \$1,500,000 in FY20 shall be broken down as follows:**

FY19 Increased Production and/or Media (net)	\$100,000
Media (net)	\$1,020,000
Production (net)	\$150,000
Research/Other	\$22,500
Travel	\$5,000
Agency Services Retainer	<u>\$302,500</u>
<b>TOTAL</b>	<b>\$1,600,000</b>

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, 2020, with the option to renew three additional years** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

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

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

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations

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

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

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

**11. Product of Service – Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

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

**20. Other Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit.  
Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

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

**21. Records and Financial Audit.**

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

**22. Indemnification.**

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

**23. New Mexico Tort Claims Act**

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

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

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

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**26. Notices.**

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

To the City:           TOURISM Santa Fe  
                              Attn: Randy Randall  
                              201 W. Marcy Street  
                              Santa Fe, NM 87501


To the Contractor:   Vladimir Jones  
                              Attn: Meredith Vaughn, CEO  
                              6 North Tejon Street #400  
                              Colorado Springs, CO. 80903-3928

**27. Authority.**

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

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

CITY OF SANTA FE:

  
\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: 5/31/19

CONTRACTOR:

Vladimir Jones  
  
\_\_\_\_\_  
NAME AND TITLE

DATE: 6/4/19

CRS# 03-436229-00-0

Registration # 19-00157691

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK  
*cc mts 5/29/2019*

APPROVED AS TO FORM:

*EM* \_\_\_\_\_ *4/29/19*  
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

*Mary McCoy*  
\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR *mm*

\_\_\_\_\_  
22108.561850

CITY OF SANTA FE  
CONTRACT AMENDMENT No. 1

Contract No.19-0384

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

1. Compensation.

Section 3, Compensation, is hereby amended to read as follows:

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of one million three hundred thousand dollars (\$1,300,000), such compensation not to exceed \$1,300,000, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, excluding gross receipts tax, shall not exceed two million nine hundred seventy two thousand six hundred and fifty seven dollars (\$2,900,000). 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.

2. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2021, unless terminated pursuant to the Contract. There is an option to renew for one more additional year.


All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:  
By:  Date: Sep 16, 2020  
Alan Webber, Mayor

Attest:  
By:  Date: Sep 17, 2020  
Yolanda Y. Vigil, City Clerk

GB Mtg 09/09/20 GC  
GC

City Attorney's Office:  
By:  Date: Jul 8, 2020  
Marcos Martinez (Jul 8, 2020 10:12 MDT)  
Senior Assistant City Attorney

Approved:  
By:  Date: Sep 16, 2020  
Mary McCoy, Finance Director

Contractor:  
By: See Attached Date: \_\_\_\_\_  
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0  
Business License Number: #20-00157691

BU/Line Item: 2130521.561850

Contract No. ITEM # 21-0205  
Munis No. 3200492

**CITY OF SANTA FE  
CONTRACT AMENDMENT No. 2  
Item#19-0384**

**THIS AMENDMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."**

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:**

**Section 3, Compensation, is hereby amended to read as follows:**

**3. Compensation.**

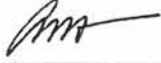
- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of one hundred and seventy five thousand dollars (\$175,000), such compensation not to exceed \$175,000 including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.**

**The total amount payable to the Contractor under Agreement #19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three million seventy five thousand dollars (\$3,075,000). 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.**

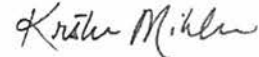

**All other articles of this contract remain the same.**

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.**


City of Santa Fe:

By:  Date: May 13, 2021  
Alan Webber, Mayor

Attest:

By:  Date: May 14, 2021  
Kristine Bustos Mihelcic, City Clerk   
GB MTG 05/12/2021

City Attorney's Office:

By:  Date: Mar 25, 2021  
Marcos Martinez (Mar 25, 2021 11:44 MDT)  
Senior Assistant City Attorney

Approved for Finances:

By:  Date: May 13, 2021  
Alexis Lotero (May 13, 2021 17:08 MDT)  
Mary McCoy, Finance Director

Contractor:

Vladimir Jones (Praco)

By:  Date: Mar 30, 2021  
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0

Business License Number: #21-00157691

Object/Org: 2130521.561850 - \$140,000 - (BAR attached) & 5206600.561850 - \$35,000

Contract No. 19-0384  
Munis No. 3200492

CITY OF SANTA FE  
CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Vladimir Jones (Praco), hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Compensation, is hereby amended to read as follows:

1. **Compensation.**

- A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one million four hundred fifty thousand dollars (\$1,450,000)** such compensation not to exceed **\$1,450,000** including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

**The total amount payable to the Contractor under Agreement # 19-0384 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four million five hundred twenty five thousand dollars (\$4,525,000). 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.**

2. **Term**

**THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OF SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2022, unless**

terminated pursuant to contract. There is an option to renew for one additional year.  
**All other articles of this contract remain the same.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By: *AW* Date: Jul 23, 2021  
Alan Webber, Mayor

Attest:

By: *Kristine Mihelcic* Date: Jul 26, 2021  
Kristine Mihelcic (Jul 26, 2021 13:24 MDT)  
Kristine Bustos Mihelcic, City Clerk  
GB MTG 06/30/2021

City Attorney's Office:

By: *Marcos Martinez* Date: May 13, 2021  
Marcos Martinez (May 13, 2021 10:43 MDT)  
Senior Assistant City Attorney

Approved for Finances:

By: *Alexis Lotero, Assistant Finance Director* Date: Jul 22, 2021  
Alexis Lotero, Assistant Finance Director (Jul 22, 2021 14:19 MDT)  
Mary McCoy, Finance Director

Contractor:

By: *Meredith Vaughn* Date: May 14, 2021  
Meredith Vaughn, CEO

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-436229-00-0  
Business License Number: #21-00157691

Object/Org: 2130521.561850 - ~~\$570,000~~ & 5206600.561850 - ~~\$380,000~~ = \$1,450,000 *AJH*  
AJH

Log # (Finance use <u>only</u> ):	
Journal # (Finance use <u>only</u> ):	

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

DEPARTMENT / DIVISION NAME Tourism Santa Fe / Community Convention Center	DATE 12/8/2021
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
Advertising	5206600	561850		200,000	
Registration	5206600	560700		50,000	
Out of State Travel	5206600	560500		10,000	
Other Consulting	5206600	510340		30,000	
Operating Supplies	5206600	530200		10,000	
<b>REVENUES</b>				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>

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

\$ 300,000	\$ -
------------	------

The Revenue was received in the prior year. This Grant is to be Carried Forward from FY21 to FY22.

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
5206600	(300,000)
<b>TOTAL:</b>	<b>(300,000)</b>

Valerie Romero	12/8/2021	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: left;"> <p><i>Andy Hopkins</i> Andy Hopkins (Dec 9, 2021 12:39 MST)</p> </div> <div style="text-align: right;"> <p>Dec 9, 2021</p> </div> </div>
Prepared By (print name)	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A	Date	City Council Approval Date	Date
<i>Randy Randall</i>	Dec 9, 2021	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	<i>Mary McCoy</i>
Randy Randall (Dec 9, 2021 12:35 MST)	Date	Agenda Item #:	Finance Director (≤ \$5,000)
Department Director Signature	Date	<div style="border: 1px solid black; width: 100px; height: 20px;"></div>	Date
			N/A
			City Manager (≤ \$60,000)



**City of Santa Fe**

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

**BUSINESS REGISTRATION**

**Business Name:** VLADIMIR JONES  
DBA: VLADIMIR JONES

**Business Location:** PO BOX 387  
COLORADO SPRINGS, CO 80901

**Owner:** VLADIMIR JONES

**License Number:** 227045

**Issued Date:** March 25, 2021

**Expiration Date:** March 25, 2022

**CRS Number:** 03-436229-00-0

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

VLADIMIR JONES  
PO BOX 387  
COLORADO SPRINGS, CO 80901

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 TRANSFERABLE 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 # 3200492

Contractor: Vladimir Jones (Praco)

Description: **Advertising Agency of Record Services, Amendment #4 for FY22, Increase compensation by \$52,700**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: FY22 Term End Date: June 30, 2022

Approved by Council Date: \_\_\_\_\_

### Contract / Lease: Contract Amendment #4

Amendment # 4 to the Original Contract / Lease # 19-0384

Increase/(Decrease) Amount \$ \$52,700

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for: Advertising - Increase Compensation by \$52,700 for FY22

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

Original #19-0384 began FY20 for \$1,600,000 (\$100,000 began in June 2020).

Amendment #1, #20-0467, increased compensation for FY21 by \$1,300,000, and extended the term to 6/30/202.

Amendment #2, #21-0205 increased compensation for FY21 by \$175,000 and

Amendment #3, #21-0324, increased compensation for FY22 by \$1,450,000 and extended the term to 6/30/2022.

3. Procurement History: RFP '19/25/P

*Fran D. Conway*  
Fran D. Conway (Feb 21, 2022 13:28 MST)

Feb 21, 2022

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Amend #4 increased compensation thru 6/30/22 exp. total \$4,525,000.00

4. Funding Source: SFCCC Advertising

Org / Object: 5206600.561850

*Andy Hopkins*  
Andy Hopkins (Feb 18, 2022 17:23 MST)

Feb 18, 2022

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Shirley Spencer Phone # 6208

Email: sjspencer@santafenm.gov

To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Amendment No.1 to Contract Item #21-0325 to Decrease \$9,396 from the Original Contract Amount of \$304,000 for the Senior Volunteer Programs. Amended contract amount will equal \$294,604; State of New Mexico Aging and Long Term Services Department. (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710.)

### **Committee Review:**

Finance Committee: 02/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/09/2022

Item Type - contract amendment

Item Owner - Gino Rinaldi

Item Sponsor -

Item Tracking Number - 22-13800

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

## VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title - Request for the Approval of Amendment No.1 to Contract Item #21-0325 to Decrease \$9,396 from the Original Contract Amount of \$304,000 for the Senior Volunteer Programs. Amended contract amount will equal \$294,604; State of New Mexico Aging and Long Term Services Department. (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710.)

### **Committee Review:**

Finance Committee: 02/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/09/2022

Item Type - contract amendment

Item Owner - Gino Rinaldi

Item Sponsor -

Item Tracking Number - 22-13800

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

## VOTE SUMMARY



City of Santa Fe

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 9, 2022

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

**VIA:** Kyra Ochoa, Community Services Department Director <sup>K.O.</sup>  
Gino Rinaldi, Division of Senior Services Director <sup>Kyra Ochoa (Feb 11, 2022 15:29 MST)</sup> *Gino Rinaldi*

**FROM:** Anya Alarid, Senior Services Program Manager *(AU)*

**ITEM AND ISSUE:**

Request for the Approval of Amendment #1 to Contract Item#21-0325 in the Total Amount of \$9,396 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department ; Gino Rinaldi, Division of Senior Services Director, [earinaldi@santafenm.gov](mailto:earinaldi@santafenm.gov), 505-955-4710.

**BACKGROUND AND SUMMARY:**

In February 2022, the New Mexico Aging and Long-Term Services Department and Senior Services Bureau reviewed the budgetary status of state fund allocations of all programs as they relate to fiscal year 2022. Based off the first two-quarter expenditures and expenditure projections the contract has been reduced by \$9396 for the Foster Grandparent Program.

Due to the Covid-19 pandemic, the Senior Volunteer Programs have not been able to operate in a fully functional manner. In normal circumstances, a portion of the state funding would have been expended after the first two quarters for volunteer stipends. Due to the pandemic, we have been unable to place all of our Foster Grandparents in station locations and some of our volunteers are no longer able to volunteer due to health reasons. We will continue to strive to adjust and modify our programs during these unprecedented times and resume normal volunteer services once it is safe to do so.

**CONTRACT NUMBER:**

The FY22 Munis contract number is 3202763

**FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** SENCITZGRT/Fund 241

*AH*  
AH

**Munis Org Name/Number:** Senior Volunteer Programs/2410116

**ACTION REQUESTED:**

Department Name 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 # 3202763

Contractor: State of New Mexico- Aging and Long Term Services Department

Description: **Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion Program, and the Retired Senior Volunteer Program**

Contract  Agreement  Lease / Rent  Amendment

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

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

**2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)**  
**The City of Santa Fe, Division of Senior Services has been receiving grant funds from the State of New Mexico over 20+ years to administer the Senior Volunteer Programs. This will be an amendment to the original contract with a decrease of \$9396.00.**

### 3. Procurement History:

*Steen Dunning* Feb 21, 2022  
From: [redacted] (Feb 21, 2022 13:44 MST)

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Amend 1- reduce compensation \$9,396 total comp: \$294,604 FY 22 - ALTS to COSF 13-1-98 A/entity to entity

### 4. Funding Source: State of New Mexico Org / Object: 2410116/490240

*Andy Hopkins* Feb 15, 2022  
Andy Hopkins (Feb 15, 2022 14:31 MST)

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Anya Alarid Phone # 505-955-4744

Email: aalarid@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging and Long Term Services Department

Procurement Title: Amendment to Senior Services Intergovernmental 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 Community/Senior Services Staff Name Anya Alarid

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

Anya Alarid Program Manager 02/09/22

<u>Department Rep Printed Name (attesting that all information included)</u>	<u>Title</u>	<u>Date</u>
 <small>Fran Dineen (Feb 21, 2022 13:44 MST)</small>	Chief Procurement Officer	Feb 21, 2022

<u>Purchasing Officer (attesting that all information is reviewed)</u>	<u>Title</u>	<u>Date</u>
--	--------------	-------------

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

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT**  
**INTERGOVERNMENTAL AGREEMENT #22-624-4000-0024**  
**AMENDMENT No. 01**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1 Scope of Work, and Section 2, Compensation, is hereby amended to read as follows:

1. Scope of Work.

A. The Scope of Work shall be amended to **decrease** Volunteer Service Years (VSYS) from 13 to 10 and decrease hours of service from 13,572 to 10,440 hours of service for Foster Grandparents Program, as per Attachment 1. No changes to Senior Companion Program or RSVP.

2. Compensation.

A. The Procuring Agency shall pay to the Contractor per Attachment 2, Budget, a **decrease** of **(\$9,396.00)** for **Foster Grandparent Program (FGP)**. A total **decrease** in compensation for FY22 of **(\$9,396.00)** including GRT and expenses. The total contract compensation including this amendment will not exceed \$294,604.00.

**All other articles to remain the same.**

**EXECUTED AND AGREED TO by signatures below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Katrina Hotrum-Lopez, Cabinet Secretary  
Aging and Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Anastasia Martin, Assistant Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valerie Garcia, Chief Financial Officer  
Aging & Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor, Alan M. Webber

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kristine Bustos-Mihelcic, City Clerk

By: *Marcos Martinez* \_\_\_\_\_ Date: Feb 8, 2022  
Marcos Martinez, Senior Assistant City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary McCoy, Finance Director

**ATTACHMENT 1**

**SCOPE OF WORK**

**ALTSD Contract # 22-624-4000-0024-01  
Between  
New Mexico Aging & Long-Term Services Department and  
CITY OF SANTA FE**

**The Scope of Work is amended to include the following for Fiscal Year 2022:**

**A. SCOPE OF WORK**

**5. SERVICE PROVISION**

1. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations and AmeriCorps Seniors funding formula for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative. Volunteer stipends are paid at \$3.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 10 VSY's in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 10,440 hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Contract ID#22-624-4000-0024-01

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

**All other articles of the original Scope of Work remain the same and are incorporated herein by reference.**

**ATTACHMENT 2**

**Contract # 22-624-4000-0024-01  
BUDGET  
CITY OF SANTA FE**

**Volunteer Programs**

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract amendment is to provide funding for FY22 as follows:

<b>PROGRAM</b>	<b>AMOUNT</b>
Foster Grandparent Program	\$76,243.00
Senior Companion Program	\$161,461.00
RSVP	\$56,900.00

**The total amount payable under this Contract shall not exceed \$294,604.00.**

**Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.**



Michelle Lujan Grisham, Governor  
Katrina Hotrum-Lopez, Secretary  
Designate

01/31/2022

Dear Volunteer Program Coordinator:

The New Mexico Aging and Long-Term Services Department (ALTSD) and Senior Services Bureau (SSB) has reviewed the budgetary status of state fund allocations of all programs as they relate to fiscal year (FY) 2022, July 1, 2021-June 30, 2022.

We have projected an overage of **\$7,876.45** based off the first two quarter expenditures and expenditure projections through the remainder of FY22. While the projected overage is **\$7,876.45**, **the contract for City Santa Fe will be reduced by \$3,876.45** to allow programs flexibility to adjust budgets.

Program	Original Contract Amount	Projected Overage	Proposed Amendment
FGP	\$85,639.00	\$7,876.45	\$3,876.45
SCP	\$161,461.00	\$0.00	\$0.00
RSVP	\$56,900	\$0.00	\$0.00

Please return the attached BAR via email to your assigned program coordinator to reflect the reduction by **noon Friday, February 4, 2022**. The BAR is subject to SSB approval. Any adjustments to volunteer service years (VSYs) and/or volunteer service hours must be included in the email. If you need to adjust money between programs you must first contact your program coordinator.

**If the program determines that FY22 contracted amounts should be further reduced to avoid reverting funds that cannot be fully utilized by June 30, 2022, please contact your Program Coordinator prior to the deadline to discuss and with any questions regarding this correspondence. Thank you.**

Sincerely,  
*Richard Rodriguez*  
Senior Services Bureau

Cc: Aimee Brown, Bureau Chief  
Senior Services Bureau

Contract ID#22-624-4000-0024

## STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #22-624-4000-0024**

**THIS AGREEMENT is made and entered into by and between the State of New Mexico, Aging and Long-Term Services Department, hereinafter referred to as the "Department," and City of Santa Fe, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."**

**IT IS AGREED BETWEEN THE PARTIES:****1. Scope of Work.**

**A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.**

**2. Compensation.**

**A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$304,000.00 as listed in Attachment 2. 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 Department 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 Department. All invoices MUST BE received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.**

**C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department 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 Department 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 Department shall not incur late charges, interest, or penalties for failure**

Contract ID#22-624-4000-0024

to make payment within the time specified herein.

D. For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2022**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. 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. **Grounds.** The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. **Notice: Department Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department 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 Department 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 Department; (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 Paragraph 5, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Department'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 Department's other legal rights and remedies caused by the Contractor's default/breach of this Agreement.

Contract ID#22-624-4000-0024

D. **Termination Management.** Immediately upon receipt by either the Department 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 Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department 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 Department upon termination and shall be submitted to the Department as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department 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 Department 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, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

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

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 Department. 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 Department.

Contract ID#22-624-4000-0024

**9. Release.**

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

**10. Confidentiality.**

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 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 a 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 officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

Contract ID#22-624-4000-0024

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 Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 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 Section 10-16-9(A) NMSA 1978, 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 Section 10-16-13 NMSA 1978, 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 Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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 Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department 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 Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**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 Department 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

Contract ID#22-624-4000-0024

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. 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 Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments. If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

Contract ID#22-624-4000-0024

**20. 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.

**21. New Mexico Tort Claims Act**

Neither the City nor the Department waive the privileges and immunities 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.

**22. 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.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party 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.

**24. Notices.**

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

To the Department: Richard Rodriguez, Program Coordinator  
Aging and Long-Term Services Department  
2550 Cerrillos Rd  
Santa Fe, NM 87505

To the Contractor: City of Santa Fe  
PO Box 909  
Santa Fe, NM 87504-0909

**25. 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.

Contract ID#22-624-4000-0024

**EXECUTED AND AGREED TO by signatures below.**

DocuSigned by:  
 By:  Date: 7/7/2021  
 Katrin Lopez, Cabinet Secretary  
 Aging and Long-Term Services Department

DocuSigned by:  
 By:  Date: 7/7/2021  
 Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

DocuSigned by:  
 By:  Date: 7/7/2021  
 Valerie Garcia, Chief Financial Officer  
 Aging & Long-Term Services Department

By:  Date: Jul 6, 2021  
 Mayor, Alan M. Webber

By:  Date: Jul 6, 2021  
 Kristine Mihelcic (Jul 6, 2021 18:43 MDT)  
 Kristine Bustos-Mihelcic, City Clerk  
 GB MTG 06/30/2021

By:  Date: Jun 8, 2021  
 Marcos Martinez (Jun 8, 2021 09:26 MDT)  
 Marcos Martinez, Senior Assistant City Attorney

By:  Date: Jul 6, 2021  
 Alexis Lotero, Assistant Finance Director (Jul 6, 2021 14:17 MDT)  
 Mary McCoy, Finance Director

Contract ID#22-624-4000-0024

**Attachment 1**

**SCOPE OF WORK**

**ALTSD Contract # 22-624-4000-0024**

**Between**

**New Mexico Aging & Long-Term Services Department and  
CITY OF SANTA FE**

**A. SCOPE OF WORK**

**1. PURPOSE**

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

1. Services provided for under this Contract are as follows:

- a. **The Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.
- b. **The Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

**Both the Foster Grandparent Program (FGP) and the Senior Companion Program (SCP) engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high-quality experience to enrich the lives of the volunteers.**

- c. **RSVP secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic**

Contract ID#22-624-4000-0024

Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

## **2. POPULATIONS TO BE SERVED**

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.
2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County; which shall be referred to as the "Service Area."

## **3. RESPONSIBILITIES OF THE CONTRACTOR**

### **1. Program Requirements:**

- a. The Contractor must be designated as an official Senior Corps program through the federal AmeriCorps Seniors (formerly known as Corporation for National and Community Service) in the designated Service Area.
- b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.
- c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes, regulations, and guidelines applicable to each of the Services.
- d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection and reporting.
- e. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health

Contract ID#22-624-4000-0024

care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

- f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by AmeriCorps Seniors prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by AmeriCorps Seniors program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.
- j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

- i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

Contract ID#22-624-4000-0024

- ii. The Contractor shall submit to the Department on a monthly basis an invoice for reimbursement. The invoice for reimbursement shall be due the 12<sup>th</sup> day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly invoice must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All invoices for reimbursement must include supporting documentation from the entity's accounting system.
- iii. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval.
- iv. The Contractor shall provide records, reports, and other documents as directed and/or access to Department staff of any written request from the Department.

**3. Performance Measures/ Reporting Requirements:**

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using a standardized reporting template provided by the Department. The due dates for the reports are as follows:
  - 1. **February 1st for the period July 1–December 31**
  - 2. **August 1st for the period January 1– June 30**
- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 15<sup>th</sup> of the month following the end of the quarter for which data is being reported.
- c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by AmeriCorps Seniors to the Department by December 1.
- d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

**4. DEPARTMENT OVERSIGHT**

- 1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, at the sole discretion of the Department, to evaluate progress, identify

Contract ID#22-624-4000-0024

best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, and which may include desk reviews of fiscal and programmatic documentation, and may include on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (both electronic and hard copy).
3. The Department shall disburse funding to the Contractor, upon receipt of complete and accurate invoice and supporting documentation. The Department shall determine at its sole discretion whether the request for reimbursement is sufficiently complete and accurate to permit disbursement of funds.
4. Department staff shall review and certify at its sole discretion all Contractor requests for payment.
5. The Contractor authorizes the Department, the federal government, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance.

## 5. SERVICE PROVISION

1. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations and AmeriCorps Seniors funding formula for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative. Volunteer stipends are paid at \$3.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 13 VSY's in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 13,572 hours of service during the contract period.

Contract ID#22-624-4000-0024

**The goals of FGP are to:**

**Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.**

**Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.**

- b. SCP: Recruit and place a minimum of 25 VSYS in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 26,100 hours of service during the contract period.**

**The goals of SCP are to:**

**Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.**

**Enable older adults with health and functional limitations to remain as independent as possible in their own homes.**

- c. RSVP: Recruit and place a minimum of 400 volunteers in community placements in Santa Fe County, to provide a minimum of 100,000 hours of service during the contract period.**

**The goals of RSVP are to:**

**Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.**

**Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.**

Contract ID#22-624-4000-0024

**Attachment 2**  
**BUDGET**

**Contract # 22-624-4000-0024**  
**CITY OF SANTA FE**  
**Volunteer Programs**

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract is to provide funding for FY22 as follows:

<b>PROGRAM</b>	<b>AMOUNT</b>
Foster Grandparent Program	\$85,639.00
Senior Companion Program	\$161,461.00
RSVP	\$56,900.00

**The total amount payable under this Contract shall not exceed \$304,000.00.**

**Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.**



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Artful Life, LLC

Procurement Title: CHART Consultant Team RFP 21/30/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 Arts and Culture Dept Staff Name Pauline Kanako Kamiyama

### 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: CAO determination of Contract Amendment for Time

Amendment 1 for Time extension Pauline Kanako Kamiyama Directr, Arts culture dept 1/21/22

Department Rep Printed Name (attesting that all information included)	Title	Date
	Chief Procurement Officer	Feb 16, 2022

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:** October 20, 2021

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

**VIA:** Jarel LaPan Hill, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer *Richard Brown*  
Rich Brown, Community Development Department Director

**FROM:** Pauline Kanako Kamiyama, Arts and Culture Department Director

---

### ITEM AND ISSUE:

Request for the Approval of Amendment 1 to Professional Services Contract for extension of time per Resolution 2021-56 amending the Culture, History, Art, Reconciliation Truth (CHART) project timeline due date deliverables to August 31, 2022 for the CHART Consultant Team; Artful Life, LLC, requested by staff Pauline Kanako Kamiyama, [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov), 505.470.8482

### BACKGROUND AND SUMMARY:

The purpose of the Request for Proposal (RFP 21/30/P) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of a consultant team (s) (Consultant) to facilitate the CHART Initiative including but not limited to the planning, development, coordination, communication, implementation, messaging, and evaluation of community-centered processes that fosters dialogue within the City.

An amendment to the Resolution 2021-6 was approved by Governing Body on October 13, 2021 to extend the CHART Project to August 31, 2022. To keep in alignment with the Resolution and to allow Artful Life, LLC the full twelve month project timelines to fulfill the goals of the project.

Assistant City Attorney Marcos Martinez has determined that this contract may be extended up to four years from the date of execution (August 9, 2021). The attached is the contract amendment to extend the contract term to August 31, 2022.

Milestone payment 1 was submitted upon execution of contract, issuance of Purchase Order and submittal of work plan according to the contract and procurement code.

### PROCUREMENT METHOD:

A Request for Proposal RFP#21/30/P was issued.

### CONTRACT NUMBER:

The FY22 Munis contract number is 3202913

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** Constituent Services/1002575

**Munis Org Name/Number:** Professional Services/ 510300

### ACTION REQUESTED:

Arts and Culture Department respectfully requests your review and approval of the contract amendment to extend the contract from June 30, 2022 to August 31, 2022.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3202913

Contractor: Artful Life, LLC

Description: CHART Consultant team RFP 21/30/P

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: August 9, 2021 Term End Date: 6/30/21

Approved by Council Date: \_\_\_\_\_

### Contract / Lease: Contract

Amendment # 1 to the Original Contract / Lease # 21-0395

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: Extend to August 31, 2022

Approved by Council Date: \_\_\_\_\_

### Amendment is for: extension of time

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Governing Body approved pm October 13, 2021 to amend Resolution 21-56 to extend date to August 31, 2022.**

3. Procurement History: RFP process, original contract executed August 9, 2021

Frank D'Amico  
Frank D'Amico (Feb 16, 2022 09:08 MST)

Feb 16, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: Amend #1 to extend date per a resolution for project. RFP #21/30/P issued for awarded contract

4. Funding Source: \_\_\_\_\_ Org / Object: 1002575/510300

Andy Hopkins  
Andy Hopkins (Feb 15, 2022 15:35 MST)

Feb 15, 2022

Budget Officer Approval:

Date:

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Pauline Kanako Kamiyama Phone # 505.470.8482 cell

Email: pkkamiyama@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICE AGREEMENT  
ITEM#21-0395**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PERSONAL SERVICE AGREEMENT, dated July14, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Artful Life, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide the consulting services to lead the Culture, History, Art, Reconciliation and Truth (CHART) Project.

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

1 TERM:

Article 3 of the Agreement is hereby amended, so that Article 3 reads as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **August 31, 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.

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:

CONTRACTOR:  
Artful Life, LLC

\_\_\_\_\_  
ALAN WEBBER, MAYOR

\_\_\_\_\_  
Valerie Martinez  
Executive Director

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_  
CRS#03-356124-00-9  
Registration # 230535

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Nov 5, 2021 08:40 MDT)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR  
1002575/510300  
Org. Name/Org.#

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 **ARFTUL LIFE, LLC** , hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

**RECITALS**

WHEREAS, on January 13, 2021, the City Council adopted Resolution 2021-06, *Hosting Community Conversations on Santa Fe Cultures, Histories, Reconciliation, and Truth* (CHART);

WHEREAS, this Resolution called for the City will establish a City project team to provide sufficient organizational and logistics support for a community-centered process;

WHEREAS, numerous charitable, non-profits, and individuals, are invested in this community and desire to fundraise and contribute to the City’s goals toward Reconciliation; and

WHEREAS, the City desires to engage a consultant to facilitate this process.

**AGREEMENT**

IT IS AGREED BETWEEN THE PARTIES THAT ARTFUL LIFE, LLC WILL PROVIDE THE FOLLOWING:

**1. Scope of Work,**

- A. The CHART Consultant Team will be the lead to fulfill the Resolution’s framework through:

**Administration**

- 1) Design the community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table with an evaluator to ensure equity, inclusion and non-bias questions/framing

- 2) Manage an engagement calendar and schedule of online and in-person convenings, interviews and other interaction as needed
- 3) Identify and train a team of facilitators for community dialogue sessions, one-on-one interviews, online survey and Community Solutions Table
- 4) Pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions
- 5) Conduct regular check in sessions for facilitators.
- 6) Ensure multi-lingual and accessibility access including not limited to child care when in person meetings are allowable by State Public Health Order
- 7) Collaborate with the City project team on city-wide outreach including but not limited to organizations and individuals
- 8) Coordinate and set meeting schedules with the City project team
- 9) Participate in weekly check-ins with the City project team regarding logistics and schedules
- 10) Design, coordinate, implement and manage Communications including social media, press releases, website, written summary reports, etc in coordination with the City's Communication's Director
- 11) Provide regular updates to the Governing Body on the status of the CHART process
- 12) Bi-lingual Spanish and other languages including American Sign Language as needed

### **Facilitation/Training**

- 1) Provide implicit and anti-racism training sessions to but not limited to City elected officials, City Project Team, City Directors and/or others as identified by the City
- 2) Convening of community dialogue sessions by organizations
- 3) Facilitate, as appropriate, a number of community dialogue sessions open generally to community members unaffiliated with a particular community organization
- 4) Facilitate one-on-one interviews
- 5) Facilitate Community Solutions Table
- 6) Facilitate convenings primarily via online platforms, although some in-person sessions may be public health criteria status.
- 7) Bi-lingual Spanish and other languages including American Sign Language as needed

### **Art Activations**

- 1) Engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on but not exclusive to Paper Monuments  
Undertake artist outreach that includes all mediums, ages and career levels particularly with focus on Black Indigenous People of Color, Lesbian Gay Bisexual Trans Queer and non-binary and those from traditionally disenfranchised communities
- 2) Provide artists to be paid as possible
- 3) Identify locations for art activations include but not limited to the downtown Plaza as well as midtown and southside of Santa Fe
- 4) Utilize artist selection process that is call format and is to be as accessible as possible through simplified application
- 5) Coordinate with the City for site identification
- 6) Provide bi-lingual Spanish and other languages including American Sign Language as needed

### **Cultural History Series**

- 1) Create series focusing on Santa Fe and Northern New Mexico's history, present and future for both online and in person (when feasible)
- 2) Engage with historians, artists, culture bearers, storytellers, scientists, makers, etc. in formats that will engage a wide range of ages and interests – examples include panels, speaker series, pecha kuchas, interviews, storytelling, performance, etc.
- 3) Record and document all sessions for access to the public via City website/youtube or similar
- 4) Evaluate each session for efficacy and impact

### **Reporting and Evaluation**

- 1) Will be responsible for summarizing and/or collecting discussions notes from all engagements (convenings, interviews, survey) for the Community Solutions Table
- 2) Create and implement an evaluation for both participants and trained team facilitators on the process and outcomes
- 3) Use of data visualization, infographics, dashboards etc. that expresses data in various representation to convey the stories and information behind the numbers
- 4) Create a Final Report on the CHART Initiative (convenings, surveys, interviews, art activations, cultural history series, etc) in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement
- 5) Create content for communications for updates and outreach in both digital and print in both Spanish and English, other languages as necessary

B. Performance Measures.

The Contractor shall substantially perform the following Performance Measures:

- 1) Prepare Regularly scheduled updates at least quarterly and a Final Report on the process in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement;

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in Resolution 2021-06.

2. Compensation.

A. The City shall pay to Artful Life, LLC in full payment for services satisfactorily performed at the rate of two hundred fifty four thousand dollars (\$254,000) BASED UPON DELIVERABLES, MILESTONES, such compensation not to exceed (\$254,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$254,000). 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.

D. The City shall pay to the Contractor based on a fixed price for each Deliverable item listed here:

Deliverable Item:	Amount:
<b>01: Upon contract execution and submittal of work plan:</b>	<b>\$129,000</b>

<b>02: Scope of Work Activities detailed in work plan for July through October, 2021:</b>	<b>\$50,000</b>
---	-----------------

**Administration:** Design dialogue sessions, interviews, survey; Create and manage engagement calendar; Recruit, train and/or manage facilitator and convener teams; 1, Design survey; Collaborate w/City Project Team; Manage communications (including w/City); Update Governing.

**Facilitation:** Identify bias trainer and design trainings; Implicit Bias Trainings/City; Implement/Administer survey; Community Dialogue Sessions; One-on-one interviews.

**Art Activations:** Design art activations with dates and locations; Create call for artists/cultural practitioners; Distribute call; Hire and train artist team; Art activation events.

**Cultural History Series:** Design series; Series events; Evaluation of Cultural History Series. **Reporting & Evaluation:** Create evaluation tools; Implement evaluation tools; , Collect data.

<b>03: Scope of Work Activities detailed in work plan for November 2021-March 2022:</b>	<b>\$50,000</b>
---	-----------------

**Administration:** Create and manage engagement calendar; Manage facilitator and convener team(s); Collaborate w/City Project Team; Manage communications (including w/City); Update Governing Body. **Facilitation:** Implicit Bias Trainings/City; Implement/Administer survey; Community Dialogue Sessions; One-on-one interviews; Community Solutions Table.

**Art Activations:** Art activation events.

**Cultural History Series:** Series events; Evaluation. **Reporting & Evaluation:** Implement

evaluation tools; Collect data; Analyze data.

**04: Scope of Work Activities detailed in work plan April-June 2022 including Present Recommendations and Final Report to Governing Body: \$25,000**

**Administration:** Collaborate w/City Project Team; Manage communications (including w/City); 11,12, Update Governing Body.

**Cultural History Series:** Evaluation.

**Reporting & Evaluation:** Implement evaluation tools; Collect data; Analyze data; Create final report; Present Recommendations and Final Report.

The total compensation under this Agreement shall not exceed two hundred fifty four thousand dollars (\$254,000) including New Mexico gross receipts tax.

**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. Entire Agreement.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Professional Liability Insurance.**

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

**20. Other Insurance**

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

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

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

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

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

**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: Pauline Kanako Kamiyama, Director, Arts and Culture Department  
201 W Marcy Street  
PO Box 909  
Santa Fe, NM 87504  
[pkkamiyama@santafem.gov](mailto:pkkamiyama@santafem.gov)

To the Contractor: Valerie Martinez, Founding Director, Artful Life, LLC  
3112 Camino Real Ct, NE  
Albuquerque, NM 87111  
valerie@artful-life.org

**27. Authority.**

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

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

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER, MAYOR



Valerie Martinez  
Executive Director, Artful Life, LLC.

DATE: Aug 9, 2021

DATE: 8/5/21

CRS# 03-356124-00-9

Registration # \_\_\_\_\_

ATTEST:



Kristine Mihelcic (Aug 9, 2021 22:10 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK   
GB MTG 07/14/2021

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 5, 2021 11:08 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

Constituents Services/Other Consulting: 1002575/510300  
Org. Name/Org#.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2022

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	Simply Business 1 Beacon Street 15th Floor Boston, MA 02108	CONTACT NAME:	Simply Business	
		PHONE (A/C, No, Ext):	(844) 654-7272	FAX (A/C, No):
		E-MAIL ADDRESS:	contactus@simplybusiness.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	Hiscox Insurance Company Inc	10200
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>PROFESSIONAL LIABILITY</b>			HIUS3138182XB	07/01/2021	07/01/2022	EACH CLAIM \$1,000,000.00 AGGREGATE \$1,000,000.00

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

Certificate holder is listed as an additional insured on the professional liability policy as per written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Santa Fe 200 Lincoln Ave. Santa Fe, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

## BUSINESS REGISTRATION

**Business Name:** ARTFUL LIFE LLC  
DBA: ARTFUL LIFE

**Business Location:** 3112 CAMINO REAL CT NE  
ALBUQUERQUE, NM 87111

**Owner:** Valerie Martinez

**License Number:** 230535

**Issued Date:** June 08, 2021

**Expiration Date:** June 08, 2022

**CRS Number:** 03356124009

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

ARTFUL LIFE LLC  
3112 CAMINO REAL CT NE NE  
ALBUQUERQUE, NM 87111

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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of an Agreement with the State of New Mexico, Department of Information Technology, for Subscription Services to the Statewide Trunked Radio System (DTRS) at the Cost of Twenty Dollars (\$20) Per Radio, for an Estimated Annual Cost of up to \$150,000. (Manuel Gonzales, ITT Director: mmgonzales@santafenm.gov; 505-231-1749 and Joseph Abeyta, jmabeyta@santafenm.gov, 505-955-5518)

### **Committee Review:**

Governing Body: 02/23/2022

Finance Committee: 02/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/09/2022

Item Type - memorandum of agreement (MOA)

Item Owner - Manuel Gonzales

Item Sponsor -

Item Tracking Number - 22-13735

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

## VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)





# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 17, 2022

**TO:** Governing Body, Action Item Discussion Agenda

**VIA:** John Blair, City Manager  
Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer   
Manuel Gonzales, Your Department Di 

**FROM:** David C. Tapia, Contracts Administrator

---

### ITEM AND ISSUE:

Request for the Approval of Agreement Between the State of New Mexico Department of Information Technology and The City of Santa Fe in the Total Amount of an estimated \$144,000/Year paid Monthly (Estimated \$12,000/Month) for continual service of Statewide Trunked Radio System (DTRS); (State of New Mexico DoIT); (Manuel Gonzales, mmgonzales@santafenm.gov, 505-955-5576 and Joseph Abeyta, jmabeyta@santafenm.gov, 505-955-5518)

### BACKGROUND AND SUMMARY:

As previously presented to the Governing Body on December 8, 2021, the Information Technology and Telecommunications (ITT) Department is in the process of transitioning from our current Public Safety Radio System (PSRS) to the State of New Mexico's (State's) PSRS.

As part of this transition the City will need to enable 12 consoles at the Regional Emergency Communication Center (RECC) to be able to support the State's PSRS equipment needs. The City will provide training to RECC dispatchers so they may familiarize themselves with State's operating system. It is imperative to note, this will not change Santa Fe County's dispatch capabilities or radio system. The City is anticipating this transition to happen over a 6-8 month timeframe. This transition will benefit the City in the following ways:

- Provide multiple towers throughout the City
  - o Creates Redundancy
  - o Decreases Outages
  - o Increases Coverage
- Increase Support
  - o Provides NM State Police as Backup Dispatch
  - o Provides Continuous Support and Monitoring
  - o 1st Tier Local Technical Support
- Increased Communication Capabilities
  - o Ability to communicate with other entities on the State Network,
    - entities include but not limited to:
      - Albuquerque Fire & PD (APD),
      - Rio Rancho PD (RRPD),
      - Sandoval County Fire & Sheriff (SCSO),
      - Bernalillo County Fire & PD (BCSO),
      - NM State PD (NMSP)
        - o Continued communication abilities with Santa Fe County

### PROCUREMENT METHOD:

Request for Exemption as Per the City of Santa Fe Procurement Manual VI. section 1:

1. Procurement of items of tangible personal property or services by the City from a state agency, a local public body or external procurement unit except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137;

**CONTRACT NUMBER:**

The FY20 Munis contract number is 3203240.

**FUNDING SOURCE:**

- There will be a reoccurring annual cost paid monthly (estimated \$12,000/Month) to the City which will be approximately \$144,000/Year. ITT has identified the funding source as: ITT EAS Fund: 620, Software Subscriptions, 6203600.530710
- This transition will NOT increase any costs to the County, the incurred expenses will be absorbed by the City from the aforementioned funding source.

**Fund Name/Number:** Services of Other Departments/620

**Munis Org Name/Number:** ITT EAS/ 6203600

**Munis Object Name/Number:** Software Subscriptions/ 530710

*AH*  
AH

**RECOMMENDATION:**

In order to proceed with this project, ITT is in need of the Governing Body approval of the project and the Memorandum of Understanding (MOU) agreement with the State. Without this approval ITT will have to cease work on this project, thus resulting in continued chances of outages for our First Responders and citizens.

**ACTION REQUESTED:**

Approval is requested urgently/ as soon as possible. Delay in approval will cause a delay in the project timeline. Please direct all questions, comments, and/or concerns to Joe Abeyta, whom is the ITT Project Manager assigned to this project.



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # MOU

Contractor: State of New Mexico Department of Information Technology

Description: **Agreement for the City of Santa Fe to join the State of New Mexico's Public Safety Radio System.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: February 24, 2022 Term End Date: Indefinite

Approved by Council Date: Date Pending

### Contract / Lease: STATEWIDE DIGITAL TRUNKED RADIO SYSTEM (DTRS) PARTICIPANT(S) AGREEMENT

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**The purpose of this agreement is to improve the current coverage of our PSRS for our 1st responders to ensure their safety and improved service to the community of Santa Fe. This agreement will be paid monthly at a cost of \$12,000 per month for a total of \$144,000 per year.**

3. Procurement History: No procurement was necessary. Agreement is with the State of New Mexico

*Fran D. Haway*  
Fran D. Haway (Feb 18, 2022 08:42 MST)

Feb 18, 2022

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Collaboration with the NM DoIT/ No Procurement process is needed-

4. Funding Source: 6203600 Org / Object: 530710

*Andy Hopkins*  
Andy Hopkins (Feb 17, 2022 11:27 MST)

Feb 17, 2022

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Joe Abeyta Phone # 505-366-3417

Email: jmabeyta@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_

## **DoIT – City of Santa Fe (Contributing Customer)**

### **STATEWIDE DIGITAL TRUNKED RADIO SYSTEM (DTRS) PARTICIPANT(S) AGREEMENT**

This Statewide Digital Trunked Radio System Participant(s) Agreement (this “Agreement”) is entered into by and between the **State of New Mexico Department of Information Technology** (“DoIT”), whose address is 715 Alta Vista, Santa Fe, NM 87505, and **the City of Santa Fe, New Mexico** (the “Participant”), whose address is 200 Lincoln Avenue, Santa Fe, NM 87501. The City of Santa Fe, New Mexico is classified as a contributing customer of DTRS services.

#### **I. PURPOSE**

The State of New Mexico Department of Information Technology operates a centralized public safety radio communications system known as NM-DTRS which provides radio and dispatch console service to state and participating local government and tribal agencies. **DTRS** is a multi-site dedicated public safety wireless communications system. Participant(s) benefits and services include, but are not limited to, an 700/800 MHz digital FM signal, multiple system redundancies with backup power, a wide range of “Talkgroups” (defined in Article II., below), auto affiliation and de-affiliation, electronic identification on all transmissions, microwave and fiber back-bone system reliability, encryption availability, system security, radio interoperability, and 24-hour a day system monitoring.

#### **II. DEFINITIONS**

- A. Contributing Customer** - Participant of the DTRS system who also contributes additional infrastructure to the DTRS system, all as effected through a binding agreement with DoIT. A party to this Agreement if so defined in the introductory paragraph. Contributing customers are also Subscribing Subscribers.
- B. Digital Trunked Radio System (“DTRS”)** - the State of New Mexico and Participant(s)-owned and operated statewide public safety radio communications network available to public safety agencies that become Participant(s).
- C. DoIT** - the State of New Mexico Department of Information Technology, which operates DTRS on behalf of its Participant(s), provides assignment of identification numbers, all database (fleet mapping) maintenance, and assignment of Talkgroups within DTRS.
- D. Participant(s)** - a public safety agency, including but not limited to a general government agency (local, tribal, state, or federal), its authorized employees, personnel (paid and/or volunteer), and its service provider, participating in and using DTRS. Participant(s) are either Subscribing Customers or Contributing Customers, as indicated by the Customer Type designation at the top of this document.
- E. Limited Participant(s)** - a Participant which is not a subscriber of DTRS system services but has been granted permission to operate on the Interoperability Talkgroups with terms and restrictions as set forth in the agreement between DoIT and the Limited Participant. Limited Participants do not pay a fee for use of the DTRS.

- F. Participant(s) Agreement** - this Agreement (“Participant Agreement” or “Agreement”), which sets forth DTRS services provided to Participant and the terms and conditions under which those services are provided.
- G. Public Safety Radio Operations Working Group** – Working group consisting of Participant(s) assigned representatives from participant agencies, which meets quarterly to receive and review statistics, information, technical data, operational metrics, issues, questions, additions, and changes to the DTRS system.
- H. Radio** - either a control station, mobile, or portable radio, which has a unique identification number and operates on the DTRS.
- I. Radio Programming Agency** - the approved agencies that are responsible for template programming and reprogramming, a complete list of which is maintained by the State of New Mexico Public Safety Networks Operations Center (“PS-NOC”).
- J. Subscribing Customer** – Participant(s) of the DTRS system as effected through this Participant Agreement with DoIT. Subscribing Customers pay a fee for usage of the DTRS. A party to this Participant Agreement if so defined in the introductory paragraph.
- K. System Management** - the responsibility residing within DoIT, as the DTRS operator, on behalf of all DTRS Participants, to: (1) assign radio use priorities; (2) manage multiple Talkgroups to assure appropriate use of DTRS; (3) set standards for the selection and supervision of DTRS personnel; (4) enforce guidelines, procedures, and protocols governing the operation of radios on DTRS; (5) generate and use statistical data and reports concerning Participants' Talkgroups, call duration, call types, busy signals, and other data analyses and reports; and (6) enforce termination of this Agreement when the Participant's' conduct or action(s) cause systematic and/or continuous DTRS operation problems.
- L. Talkgroup** - a single channel, which allows a unique group of radio users to communicate with one another.
- M. Template** - the software programmed in a radio, which controls the radio's functions and communication capabilities.
- N. Console Core Services** – A sub-service of DTRS service which is hosted by the State of New Mexico Department of Information Technology that provides connectivity and access to the New Mexico Public Safety Communications System.

### **III. DTRS SERVICES**

- A. Participant(s) Questionnaire** – DoIT reserves the right to request that an information questionnaire be completed so Participant’s current and ongoing communication needs and priorities are met.
- B. DTRS Radio Programming and Template Design** - Radio programming and template design is available from DoIT. If the Participant chooses to engage DoIT for radio programming and template design, prior programming agreements must first be arranged before any template design will begin. Template programming by a Radio Programming Agency will commence after a reasonable time

once Participant completes the “Participant(s) Questionnaire” and this Agreement has been approved by DoIT.

- C. Talkgroup Allocation** – Talkgroups requested by Participant will be reviewed by DTRS’ Public Safety Radio Operations Working Group. A thorough explanation should accompany Participant(s) Questionnaire detailing the number of Talkgroups requested per agency and how they will be utilized.
- D. System Management** – DoIT, in conjunction with the technical staff of Participant and other system Participant(s), is responsible for the operation, upgrades and enhancements, management, maintenance of DTRS, and the services provided under this and other Participant(s) Agreements. System Management operates 8 a.m. – 4 p.m., Monday through Friday. Upon request by a Participant, the PS-NOC” can inhibit lost or stolen radios, assign and enter radio ID’s and Aliases. Requests are received via email to [psnoc@state.nm.us](mailto:psnoc@state.nm.us). DoIT maintains an activity log of all requests received by Participants and, except for emergencies, responds to the requests in the order they are received. An emergency is defined as a time sensitive matter which negatively effects overall system operation or hinders use of the radio system for its Participants
- E. Training** – Participant’s employees and other personnel radio user training is the responsibility of Participant. Such training should consist of instructions for operation of specific radio types operated by the Participant to include any specific radio programming or options in use. If requested by Participant, "train the trainer" training will be available as part of DTRS ongoing operation. This training shall be limited to a general overview of the NM-DTRS radio system and its features. Requests for training will be scheduled on a first-come, first-served basis.
- F. DTRS Mobile Radio Coverage** - DTRS was historically designed to provide mobile radio communication coverage on major State highways to Participants like Participant, which design is now being expanded to incorporate the specifications set forth in Attachment D, “DTRS Coverage Map and Coverage Verification.” If Participant detects possible DTRS network infrastructure malfunctions or radio communication coverage losses, Participant will first contact its service or maintenance provider for an evaluation of the problem. If the service provider determines the problem is not an end user equipment installation or maintenance problem, Participant will notify DoIT in writing or email. DoIT will promptly investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction and report the corrective action to Participant.
- G. DTRS Portable Radio Coverage** – DoIT will enforce the portable radio coverage to the extent guaranteed or warranted by the vendor providing the service. DTRS portable radio coverage may vary from location to location, and the Participant is therefore encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in its geographic jurisdiction. Participant’s performance of such tests does not, however, eliminate DoIT’s obligations under this paragraph “G” and as further stated in Attachment D. Unless specifically defined in Attachment D no in-building coverage guarantees of any kind are implied or assumed.
- H. Private Calling Availability** - A Participant may request use of Private Calling. Private calling permits properly programmed mobile and portable radios in a Talkgroup to enter into one-on-one conversations. Only the initiating and target radio(s) are able to communicate with each other. Private calling can tie-up DTRS system resources. Consequently, a determination of the need and potential impact on the system will be made after Participant(s) Questionnaire has been reviewed (if one has

been requested by DoIT). DoIT reserves the right to limit use of private calling to maintain system availability and capacity standards.

- I. DTRS Infrastructure Maintenance** - DoIT, in conjunction with the technical staffs of system Participant(s), provides complete monitoring, inspection, and maintenance programs for all DTRS tower sites and system infrastructure. Inspection and maintenance of non-DoIT tower sites is provided by system Participants. Utilizing management tools, DoIT and system Participant(s) staff are able to systematically identify system service needs, failure trends, and spare parts inventory. DoIT's staff and Participant and each of their respective certified vendors will provide high quality proactive system repair and maintenance in a timely manner to extend the life and performance of DTRS for the direct benefit of all Participants, except as set forth in Attachment B.
- J. DTRS System Redundancy and Security** – DTRS provides a system redundancy named “fault tolerance.” With fault tolerance, a single point of failure will generally not result in negative system-wide performance. Many redundant and backup systems within DTRS are designed to eliminate total system failure. Several levels of survivability are available. In the case of a catastrophic event, the non-failing remainder of the DTRS system will continue to function in a conventional radio communication manner.
- K. DTRS Disaster Recovery Plan** – DoIT maintains a Disaster Recovery Plan to cover DTRS communication services. “Disaster” means any unplanned interruption of operations, which materially affects the ability of DTRS to provide communication services to a Participant. The Disaster Recovery Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources and back-up equipment, and inventory sufficient to provide communication services to its Participants. The Disaster Recovery Plan also contains a protocol for determination or declaration of a disaster and an escalation procedure for dealing with a disaster if one is declared.
- L. DTRS Performance Standards and Monitoring** – DTRS utilizes automated performance standards and automated diagnostics, which are monitored 24 hours a day, every day. System monitoring is performed at the PS-NOC. DTRS adheres to stringent quality standards of installation and maintenance. Routine activities are designed to ensure system performance, including: (1) scheduled automated testing of all sites; (2) regular monitoring of Participant(s) satisfaction; (3) tracking of Participant(s) problems and service requests; (4) monitoring of scheduled and unscheduled system downtime(s); (5) oversight of system traffic performance; (6) drive testing of entire system; and (7) strict adherence to empirical data collection and analysis protocols.
- M. DTRS Upgrades and Enhancements** – “Upgrades” are changes made to DTRS to assure compliance or to improve upon previously existing features and operations. “Enhancements” are modifications made to DTRS services or systems that add functions or features not originally part of DTRS or the services requested by Participant. DoIT has exclusive control over DTRS system-wide Upgrades and Enhancements. DoIT may consult with Participant concerning such system-wide Upgrades and Enhancements prior to implementation. In the event Participant requests DoIT to implement an Upgrade or Enhancement specific to Participant, DoIT and Participant will agree in writing concerning the cost of such Participant specific Upgrades or Enhancements before they are performed.

#### **IV. PARTICIPANT OBLIGATIONS**

- A. Participant Fees** – DoIT will assess subscriber and service fees in accordance with Attachment F – DTRS Subscriber Fees.
- B. Participant Radio Equipment** – Participant may only use DTRS-approved radio equipment. Approved equipment has been tested and evaluated by DTRS personnel and found to comply with technical and operational standards set forth for use on the DTRS. A list of DoIT approved radio equipment, along with certification material, can be requested from the PS-NOC at [DTRS@state.nm.us](mailto:DTRS@state.nm.us). This list will be updated from time to time and will be made available to Participant.
- C. Radio Maintenance and Repair** – Participant is responsible for proper maintenance and repair of its own radio equipment. This assures that Participant radios are in optimal operating order and will not have an adverse impact on another Participant’s use of DTRS. Participant’s maintenance agreement with its service provider and the service provider’s credentials must be provided to DoIT upon request to ensure the service provider understands and complies with DTRS standards, guidelines, and protocols, and is “qualified” to service Participant’s radio equipment.
- D. No Personal Business** – No personal business may be conducted on DTRS by Participant, its employees, or authorized agents, including volunteers and Participant’s service provider.
- E. Compliance with Federal and State Laws** – Participant will comply with all current and future Federal Communications Commission laws, rules, and regulations, and all New Mexico Public Regulation Commission law, rules, and regulations.
- F. Compliance with DTRS Guidelines, Procedures, and Protocols** – Participant will comply with all DTRS guidelines, procedures, and protocols governing the operation and use of DTRS as stated in this Agreement.
- G. System Management** – Participant will comply with DoIT’s System Management in order to ensure the safe and efficient operation of DTRS for all Participants.
- H. Trained Personnel** – Participant will not permit any employee or other personnel, including volunteers, to use DTRS until such individual(s) have received DTRS radio user training.
- I. Participant Contact Person** – Participant will appoint one of its employees to serve as its primary Contact Person. The Contact Person will be responsible for authorization of template modifications, unit ID and Talkgroup changes, coordination of new radios onto DTRS, providing fleet mapping data to DoIT and DTRS’ Public Safety Radio Operations Working Group for record keeping purposes, providing after-hour emergency telephone numbers, and attending Public Safety Radio Operations Working Group meetings and DoIT meetings necessary for the safe and efficient operation of DTRS. The Participant Contact Person may only be changed by providing written notification to DoIT’s PS-NOC.
- I. Corrective Action** – In order to protect the integrity, security, safety, and efficient operation of DTRS for all Participants, Participant agrees that, provided that Participant has knowledge of allegations of violations by any of its employees of DTRS guidelines, procedures, or protocols, including those set out in this Agreement, Participant will take steps consistent with its established internal processes to investigate and, if confirmed and validated, to address such conduct appropriately and consistent with Participant’s current Personnel Rules and Regulations, Administrative Instructions, Policies and applicable Collective Bargaining Agreements.

**J. Abuse of Participant Privileges** – In the event that DoIT has determined that Participant has materially or repeatedly violated any of the DTRS guidelines, procedures or protocols, or has materially or repeatedly violated any term of this Agreement, DoIT shall, within thirty (30) days of the occurrence giving rise for such determination, provide notice to Participant setting forth the details of such determination. Participant may contest any such determination and, if found to be unfounded, DoIT shall withdraw the notice. If within a back-rolling twelve (12) month period DoIT issues such valid, uncontested notices of determinations of violations totaling 2% of the average total number of Participant’s authorized users for that back-rolling twelve (12) month period of time, DoIT reserves the right to provide notice of its intent to terminate this Agreement, subject to the review and recommendation of the DTRS Public Safety Radio Operations Working Group. If the Agreement is terminated after this process, Participant may reapply for a new agreement.

## **V. PARTICIPANT(S) APPLICATION PROCESS**

DoIT has determined that unregulated expansion of user agencies on DTRS is detrimental to the efficiency and serviceability of the system, and to the existing user agencies. DoIT further finds that to ensure an effective level of service for existing participants, DoIT must institute a method of controlled growth for the system. Therefore, the following policy will remain in full force and effect until rescinded by DoIT.

Attachment E, “DTRS\_Existing Participants as of the Date of This Agreement,” sets forth the agencies that are existing permitted user agencies as of the date of this Agreement, and the provisions of this Article V do not apply to such agencies.

**A. Public Safety Agencies** – Public safety agencies requesting use of DTRS infrastructure, and who as part of their application commit to immediate provision of frequency pairs and associated equipment to the infrastructure, will have their application evaluated by DoIT and the DTRS Public Safety Radio Operations Working Group. DoIT and the DTRS Public Safety Radio Operations Working Group will evaluate and determine the DTRS system loading impacts that may arise from approval of the proposed new member agency.

If DoIT and the DTRS Public Safety Radio Operations Working Group recommend approval of an application, the application will be forwarded to DoIT’s Director of Public Safety Communications (DPSC). If DoIT’s DPSC rejects the application, the application will be placed into a pending status, where it will be reopened for review upon availability of frequencies, or resolution of the reason for denial.

Public safety agencies requesting use of existing Talkgroups on the DTRS system, and who are requesting the addition of a limited number of end user radios, will have their application evaluated by DoIT and the DTRS Public Safety Radio Operations Working Group. DoIT and the DTRS Public Safety Radio Operations Working Group will evaluate and determine all system loading impacts that may arise from the proposed new member agency. If DoIT and the DTRS Public Safety Radio Operations Working Group recommend approval of the application, the application will be forwarded to DoIT’s DPSC, who may approve or reject the application. If DoIT’s DPSC rejects the application, the application will be placed into a pending status where it will be reopened for review depending upon the availability of frequencies, or until a resolution is reached between DoIT and Participant concerning the denial.

Public safety agencies requesting use of DTRS infrastructure in metropolitan areas that are or may be experiencing loading problems and that do not have the ability to commit frequency pairs and associated

equipment to the infrastructure, will have their application(s) placed in a pending status. Upon availability of 700/800 MHz frequencies and equipment, and upon commitment from the petitioning agency to provide frequencies and equipment, the application will be moved back into active status. At that time the application will be forwarded for evaluation to DoIT and the DTRS Public Safety Radio Operations Working Group. DoIT and the DTRS Public Safety Radio Operations Working Group will review the application and make final design recommendation to DoIT's DPSC. After review by DoIT's DPSC, and upon obtaining final written commitment from the petitioning agency, DoIT's DPSC may approve the application.

- B. Non-Public Safety Agencies** – Non-public safety agencies requesting use of DTRS infrastructure will be advised that their application will be placed in a pending status awaiting availability of 700/800 MHz frequency pairs and associated equipment. Upon availability of 700/800 MHz frequencies and equipment, and upon commitment from the petitioning agency to provide frequencies and equipment, the application may be moved to active status. At that time the non-public safety agency's application will be forwarded for evaluation by DoIT and the DTRS Public Safety Radio Operations Working Group. DoIT and the DTRS Public Safety Radio Operations Working Group will review the application and make final design recommendation to DoIT's DPSC. After review by DoIT's DPSC, and upon obtaining final written commitment from the petitioning agency, DoIT's DPSC may approve the agency's application.

## **VI. DISPUTE RESOLUTION**

If any issue concerning DTRS non-performance arises under this Agreement, the parties agree to resolve the issue at each party's lowest applicable management level. In the event the issue remains unresolved, the parties agree to immediately escalate the issue to DoIT and DTRS' Public Safety Radio Operations Working Group for their consideration. DoIT will consider the details of the nonperformance issue, assess whether there have been past issues of non-performance, determine how long the non-performance has been continuing, determine the seriousness of the non-performance, and negotiate, in good faith, a mutually agreeable solution. In the event the Relationship Managers cannot agree upon a solution, the non-performance issue will be directed to the DTRS Public Safety Radio Operations Working Group. The DTRS Public Safety Radio Operations Working Group shall review the allegation of non-performance and provide recommendations on resolution.

## **VII. DURATION, CANCELLATION & TERMINATION OF PARTICIPANT(S)**

- A. Unless termination of participation in DTRS is as a result of insufficient appropriations or funds for participation in and/or performance of infrastructure obligations, then termination shall be pursuant to the following :
- (1) For Agreements with Contributing Customers, either party may terminate by providing at least three (3) years advance written notice to the other party by certified mail to the addresses set forth in Article X, below.
  - (2) For Agreements with Subscribing Customers, either party may terminate by providing ninety (90) days prior written notice to the other party by certified mail to the addresses stated in Article X, below.
- B. Where termination is sought due to insufficient appropriations or funds, the governmental party seeking termination shall provide the other party with written notice as soon as reasonably possible, which notice shall specify the date of termination and the basis therefor, and such determination of insufficient appropriations shall be accepted as final.

In the case of termination any and all equipment owned by DoIT shall be returned to DoIT within 30 days of termination. Participant shall be responsible for any damage to DoIT's equipment that cannot be repaired, as determined by DoIT, up to and including replacement costs."

## VIII. TERMINATION ASSISTANCE

If this Agreement is canceled or terminated for any reason, DoIT will provide reasonable assistance requested by Participant to allow for the orderly transfer of services to Participant or its designee.

## IX. MISCELLANEOUS

- A. Waiver** - The failure of a party to insist upon strict adherence to any term of this Agreement will not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.
- B. Modification** - This Agreement may not be modified, amended, extended, or augmented, except by written amendment signed by authorized representatives of both of the parties.
- C. Governing Law** - This Agreement will be governed by, and construed in accordance with, the laws of the State of New Mexico. Venue shall be proper in Santa Fe County, New Mexico.
- D. Headings** - The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.
- E. Independent Contractor Relationship** - The relationship between DoIT and Participant is that of an independent contractor and client. No agent, employee, or servant of DoIT will be deemed to be an employee, agent, or servant of Participant. Participant will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.
- F. Hold Harmless** – To the extent permitted by law, Participant and DoIT agree to hold each other harmless against claims arising from the alleged negligent acts or omissions of their respective public employees or agents, which occurs or are alleged to occur during the performance of their duties in the maintenance of DTRS equipment, unless such acts or omissions occur outside the scope of their employment or were willful and wanton. Such claims will be subject to the limitations of the New Mexico Tort Claims Act (NMSA 1978, §§41-4-1 to 41-4-27).
- G. Non-Appropriation** – The payment of any governmental Participant's obligations hereunder in fiscal years subsequent to the current year, are contingent upon sufficient funds for this Agreement being appropriated and budgeted. If sufficient funds for this Agreement are not appropriated and budgeted by any governmental Participant in any year subsequent to the fiscal year of executing this Agreement, that governmental Participant may terminate its participation in this Agreement by giving written notice to DoIT as provided in Article VII(B)
- H. Force Majeure** – Parties to this Agreement will not be responsible for any failure to perform hereunder due to unforeseen circumstances or due to causes beyond the non-performing party's reasonable control, including without limiting the generality of the foregoing, acts of God, pandemics, wars, riots,

embargoes, acts of government, civil or military authorities, catastrophes, fires, floods, accidents, strikes, shortages of transportation, facilities, fuel, energy, or labor, or material acts of a public enemy.

**I. Good Faith Obligation** – The parties agree to negotiate in good faith concerning any and all disputes and or disagreements that may arise during the course of this Agreement. In the event that one or more Participants in the DTRS system request or require modifications to the DTRS system, DoIT will notify all Participants of the requested or required modification and will allow each Participant a 30-day opportunity to respond. DoIT will consider such responses and within a 60-day period will make a determination concerning each Participant’s needs with respect to the requested or required modifications.

**X. NOTICES**

All notices given under this Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the parties as follows:

PARTICIPANT: The City of Santa Fe, New Mexico  
200 Lincoln Avenue  
Santa Fe, NM 87501

DoIT: State of New Mexico Department of Information Technology  
Attn: Director of Public Safety Communications  
715 Alta Vista St.  
Santa Fe, NM 87505

Either party may change its addresses, which change will be effective seven (7) days after notice of such change is given to the other party.

**XI. ATTACHMENTS**

The following attachments are additional documents related specifically to this Agreement and Participant:

- Attachment A – DTRS Facility Sites**
- Attachment B – DTRS Maintenance Responsibilities and Responses to Outages**
- Attachment C – DTRS Participant(s) Management Tools**
- Attachment D --DTRS Coverage Map and Coverage Verification**
- Attachment E – Existing Participant(s) as of the Date of This Agreement**
- Attachment F – Subscriber Fees**

/

/

/

/

/

/

/

/

/

/

/

/  
/  
/  
/  
/  
/  
/  
/

**XII. SIGNATURES AND EFFECTIVE DATE**

This Agreement will become effective as of the date of the last signature.

**PARTICIPANT: CITY OF SANTA FE, NEW MEXICO**

By: \_\_\_\_\_  
**Alan Webber**  
Its: Mayor  
Dated: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
**Kristine Mihelcic**  
Its: **City Clerk**  
Dated: \_\_\_\_\_

Approved as to Form  
By: *Marcos Martinez* \_\_\_\_\_  
**Marcos D. Martinez**  
Its: **Senior Assistant City Attorney**

Approved at to Budget  
By: \_\_\_\_\_  
**Mary McCoy**  
Its: **Finance Director**  
Dated: \_\_\_\_\_

**STATE OF NEW MEXICO DEPARTMENT OF INFORMATION TECHNOLOGY**

By: \_\_\_\_\_  
**Raja Sambandam**  
Its: **Acting Cabinet Secretary**

Dated: \_\_\_\_\_  
New Mexico Department of Information Technology  
715 Alta Vista St.  
Santa Fe, NM 87505

By: \_\_\_\_\_

**Andrea Martinez**

Its: **Chief Financial Officer**

Dated: \_\_\_\_\_

New Mexico Department of Information Technology

715 Alta Vista St.

Santa Fe, NM 87505

By: \_\_\_\_\_

**Michael Rohrbacher**

Its: **Director of Public Safety Communications**

Dated: \_\_\_\_\_

New Mexico Department of Information Technology

715 Alta Vista St.

Santa Fe, NM 87505

**Attachment A - DTRS Sites Within the City of Santa Fe, NM**

1. This Attachment A, Revision 1, is part of the Statewide Digital Trunked Radio System (DTRS) Participant Agreement (the “Agreement”).
2. DoIT and its contributing participants own, operates, and maintains a radio telecommunications system known as the New Mexico Statewide Digital Trunked Radio System (NM-DTRS).
3. The City of Santa Fe has entered into an agreement with the State of New Mexico Department of Information Technology (DoIT) to subscribe to services on the NM-DTRS system.
4. The City of Santa Fe owns or leases facilities including communications equipment shelters, communications towers and antennas, trunked repeater systems, wired and wireless data transmission at the following locations listed in table A.1.

**Table A.1 (City of Santa Fe DTRS Radio Site Locations)**

<b>Site Name</b>	<b>Location Description</b>
Los Montoyas	Existing 2551 Camino de los Montoya (35°43'19.4"N+105°57'43.4"W) – 15 Channel 800 MHZ P25 FDMA Trunking Site

5. The New Mexico Department of Technology owns, leases or operates facilities including communications equipment shelters, communications towers and antennas, trunked repeater systems, wired and wireless data transmission at the following locations listed in table A.2 which are part of the NM-DTRS system infrastructure.

<b>Site Name</b>	<b>Location Description</b>
Santa Fe RCB	4491 Cerillos Road, Santa Fe, NM.
Bataan	4-Channel ASR Site (32°25'13.42"N x 103°59'26.10"W)

6. The Regional Emergency Dispatch Center (REDA) is not owned by The City of Santa Fe and is listed below and in this document for reference only. The location of RECC is:

RECC	Regional Emergency Communications Center (RECC) 35 Camino Justicia, Santa Fe, NM, 87508
------	---

7. The City of Santa Fe shall relocate 6,7 or 8 channels (to be jointly decided by DOIT and the City) and associated hardware from the Los Montoyas site to DOIT’s existing tower site at 4491 Cerillos Road, Santa Fe, NM for integration into the NM-DTRS system. The Los Montoyas site shall be decommissioned. The City of Santa Fe shall be financially responsible for the relocation of the site equipment and commissioning at the DOIT location.
8. The City of Santa Fe shall work with DOIT to transfer Federal Communications Commission licensing of its currently licensed 800 MHz channels in license WRKP800 and WQBI580 for inclusion into the DTRS system/sites that the City of Santa Fe equipment will be deployed to.
9. The City of Santa Fe and DOIT will work together to identify a location(s) within or around Santa Fe County that the remaining channels from Los Montoyas might be deployed to. Locations shall be chosen based on the positive impact to coverage in the City of Santa Fe and its partners, including Santa Fe County. Details of these site additions will be negotiated between DOIT and the City and will be documented in an updated version of this ‘Attachment A.’
10. DOIT shall have no responsibility for the locations listed in table A.1, financial or otherwise.

11. The State of New Mexico Department of Information Technology shall be fiscally and operationally responsible for DTRS system antennas, feedlines and receiver tower-top amplification systems and DTRS hardware and channels located at the DOIT tower site at 4491 Cerillos Road, Santa Fe, NM. The City shall have no responsibility for operation or maintenance of the DOIT location.
12. The City of Santa Fe shall maintain ownership of all equipment, including but not limited to the site hardware and channels being relocated from the Los Montoyas Site to the DOIT site location.
13. The City of Santa Fe understands and agrees that DoIT intends to utilize capacity at the sites listed in table A.2 provided and owned by the City of Santa Fe to benefit all DTRS subscribers within the State and traversing the service area.
14. The State of New Mexico Department of Information Technology shall have no responsibility, financial or otherwise, for dispatch equipment located at the Regional Emergency Communications Center (RECC). This includes dispatch consoles, backup radios, logging recorders, data transmission and backhaul systems, antenna systems or accessories for these systems.

**Table A.2 (State of New Mexico Radio Site Locations)**

<b>Site Name</b>	<b>Location Description</b>
Santa Fe RCB	4491 Cerillos Road, Santa Fe, NM. (Planned 6, 7 or 8 channel TDMA Site)
Bataan	400 Don Gaspar Ave, Santa Fe, NM (6 Channel TDMA Site)

15. The State of New Mexico Department of Information Technology shall include sites listed in table A.2 in its existing Motorola SUAI “System Upgrade Assurance” plan and shall be responsible for the costs of inclusion of these sites. The City of Santa Fe or its partner(s) shall subscribe to Motorola’s SUAI “System Upgrade Assurance” plan and SUS “Security and Software Update Services” plan for RECC and shall be financially responsible for costs associated with the subscription of these services for RECC. Failure to maintain the SUAI/SUS subscription for RECC in good standing is considered non-performance per the master DTRS agreement. The City of Santa Fe shall demonstrate compliance by providing a copy of the invoice or purchase order for such services to DoIT upon initiation and renewal of the plan.

**Attachment B - Maintenance Responsibilities**

1. This Attachment B, Revision 1, is part of the Statewide Digital Trunked Radio System (DTRS) Participant Agreement (the “Agreement”).
2. DoIT owns, operates and maintains a telecommunications system known as the New Mexico Statewide Digital Trunked Radio System (NM-DTRS).
3. The City of Santa Fe, New Mexico has entered into an agreement with the State of New Mexico Department of Information Technology (DoIT) to subscribe to services on the NM-DTRS system.
4. The purpose of this attachment is to establish guidelines and expectations for the maintenance of and response to outages, problems and requests for service involving the NM-DTRS system.
5. The New Mexico Department of Information Technology shall maintain adequate spare parts and components for the NM-DTRS system infrastructure.
6. The New Mexico Department of Information Technology shall ensure that all NM-DTRS participant infrastructure sites are included in the ongoing Motorola ‘System Upgrade II’ (SUAI), technical support, software update and security services update plan held by the DoIT and shall be responsible for costs associated with including these in the plan unless explicitly identified otherwise in Attachment A of the Agreement.
7. The New Mexico Department of Information Technology Public Safety Network Operations Center (PS-NOC) shall monitor the NM-DTRS system during normal business hours and provide statistics, reports, event notification and outage notifications to participants as appropriate.
8. Preventative maintenance shall be performed on all NM-DTRS infrastructure sites at least once per calendar year in accordance with manufacturer recommendations.

**Response to Outages and Service Requests**

The following process shall be used to report system problems to and request service from the Public Safety Network Operations Center (PS-NOC)

<b>Action</b>	<b>Information</b>
Call the Public Safety Network Operations Center	505-827-0584
Incident Created	Caller will receive an incident number
System Support Response Times	Critical: Within 30 mins High: Within 2 hours* Medium/Low: Within 24 hours*  * Standard business days: M – F, 8 – 5 p.m., excluding US holidays
Problem Diagnosis & Issue Resolution	System Support is available Monday - Friday 8:00am - 5:00pm local time and 24 hours a day, 7 days a week for Critical Incidents.
Incident Closed	Upon resolution of the issue, the SSC will close the Incident.

The PS-NOC will dispatch appropriate personnel, if required, and will update involved parties throughout the incident.

A 'Critical Incident' is defined as: A total outage or loss of service of a dispatch center, radio infrastructure site or simulcast cell, loss of the system's ability to process voice or data calls.

A 'High' priority incident is defined as: failure of 25% or more of an infrastructure site's capacity or more than two dispatch operator consoles at a single dispatch center.

All requests for service that do not involve a loss of system performance or features shall be classified as a low priority incident.

9. The PS-NOC will dispatch the appropriate personnel to investigate and address the issue.
10. The PS-NOC shall notify the partner's primary contact of any planned or unplanned outage at NM-DTRS site locations 5 days prior to the outage or as soon as an outage or service impacting operation is planned.

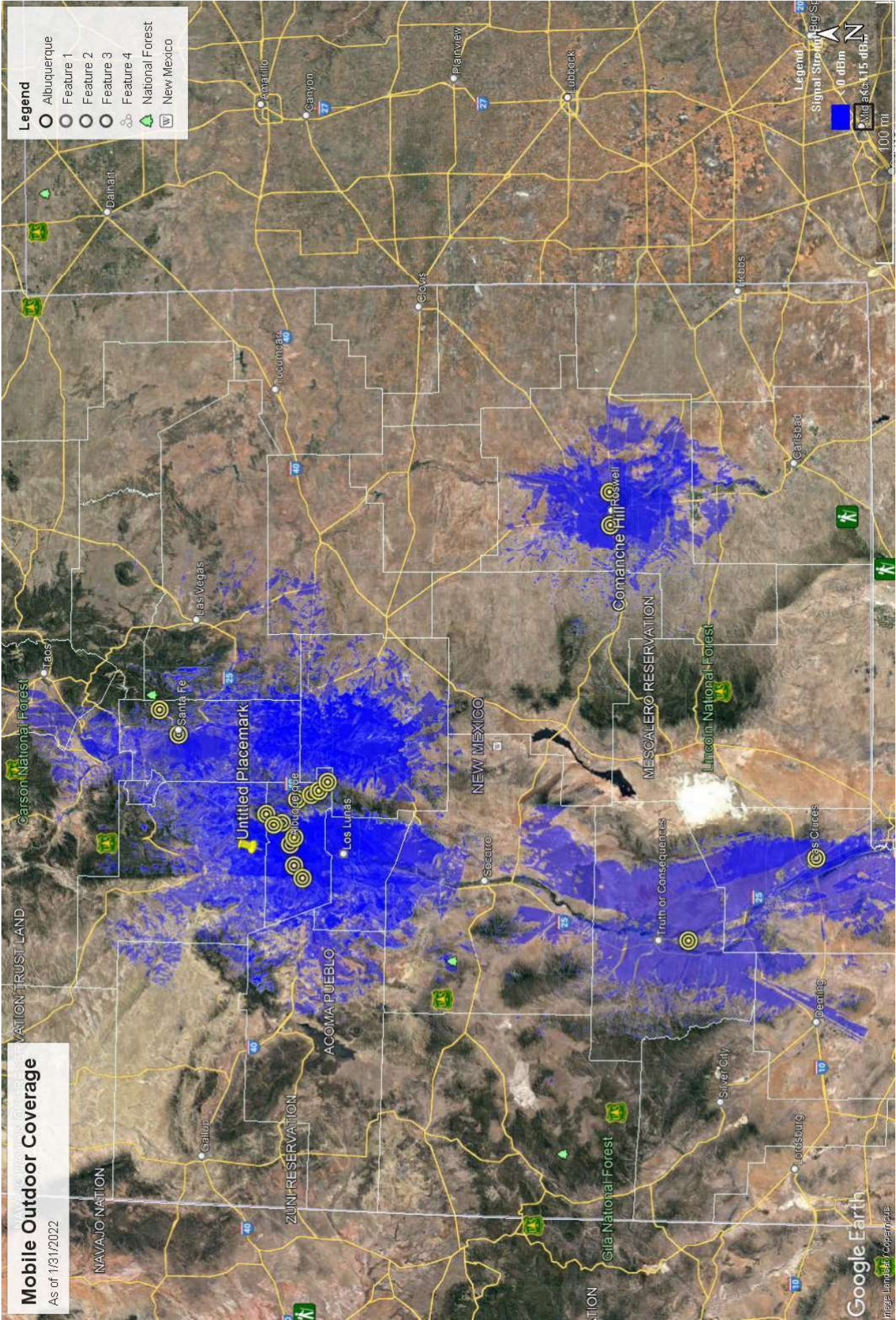
### **Attachment C - Participant Management Tools**

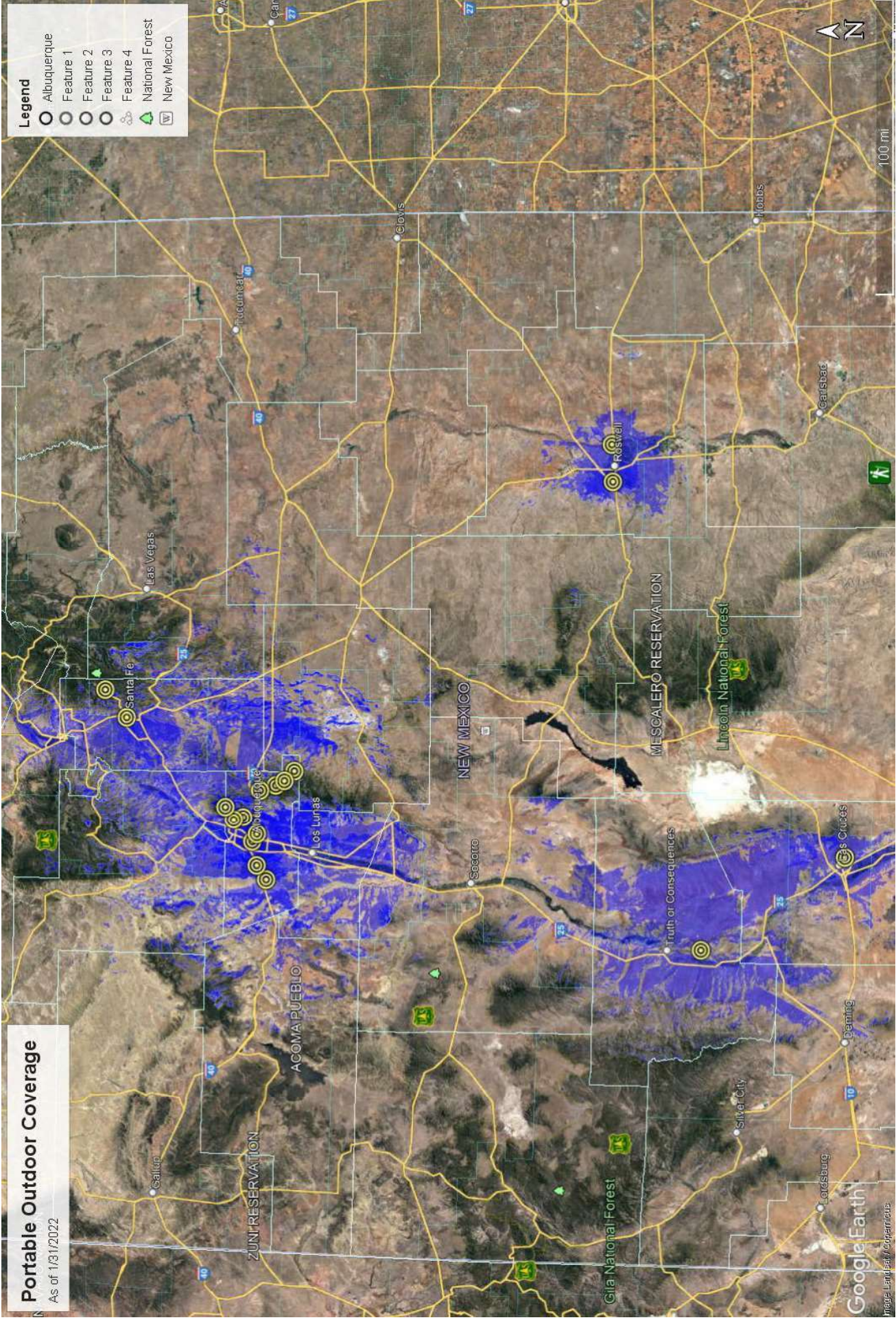
1. This Attachment C, Revision 1, is part of the Statewide Digital Trunked Radio System (DTRS) Participant Agreement (the “Agreement”).
2. DoIT owns, operates and maintains a telecommunications system known as the New Mexico Statewide Digital Trunked Radio System (NM-DTRS).
3. The City of Santa Fe, New Mexico has entered into an agreement with the State of New Mexico Department of Information Technology (DoIT) to subscribe to services on the NM-DTRS system.
4. The purpose of this attachment is to define tools and services which shall be provided by the DoIT to the participant for the purpose of monitoring and management of portions of the NM-DTRS system.
5. The following tools shall be provided by DoIT to the City of Santa Fe for system monitoring and management:
  - a. Automated system outage and impairment alerts delivered by e-mail and text message to recipients identified by The City of Santa Fe.
  - b. Manual notification of system maintenance procedures and planned outage events
  - c. Monthly system usage and statistics reports
  - d. Access to the Public Safety Network Operations Center for subscriber ID additions, deletions, and changes
  - e. Access to the Public Safety Network Operations Center for disabling subscriber ID’s in the event of radio loss or theft
6. The DoIT shall provide access to the NM-DTRS Public Safety Network Operations Center, through which changes can be made to unit ID’s and talkgroups by the designated participant contact(s).

## **Attachment D - DTRS Coverage Map and Coverage Verification**

1. This Attachment D, Revision 1, is part of the Statewide Digital Trunked Radio System (DTRS) Participant Agreement (the “Agreement”).
2. DoIT owns, operates, and maintains a telecommunications system known as the New Mexico Statewide Digital Trunked Radio System (NM-DTRS).
3. The City of Santa Fe, New Mexico has entered into an agreement with the State of New Mexico Department of Information Technology (DoIT) to subscribe to services on the NM-DTRS system.
4. Primary coverage within the City of Santa Fe will be provided by the Bataan, Tesuque and SFRCB sites.
5. The purpose of this attachment is to illustrate the system coverage area to be provided by the NM-DTRS system.
6. Coverage predictions for the NM-DTRS system are shown below.
7. Predicted System Coverage: The following maps illustrate predicted coverage within the NM-DTRS system. No coverage guarantee is implied.
8. In-building coverage is not modeled and is not guaranteed.
9. Coverage maps are updated quarterly, and the images below represent coverage at the time of execution of this document.
10. Detailed coverage maps of each county can be requested from [dtrs@state.nm.us](mailto:dtrs@state.nm.us)

**COVERAGE MAPS BEGIN ON NEXT PAGE**

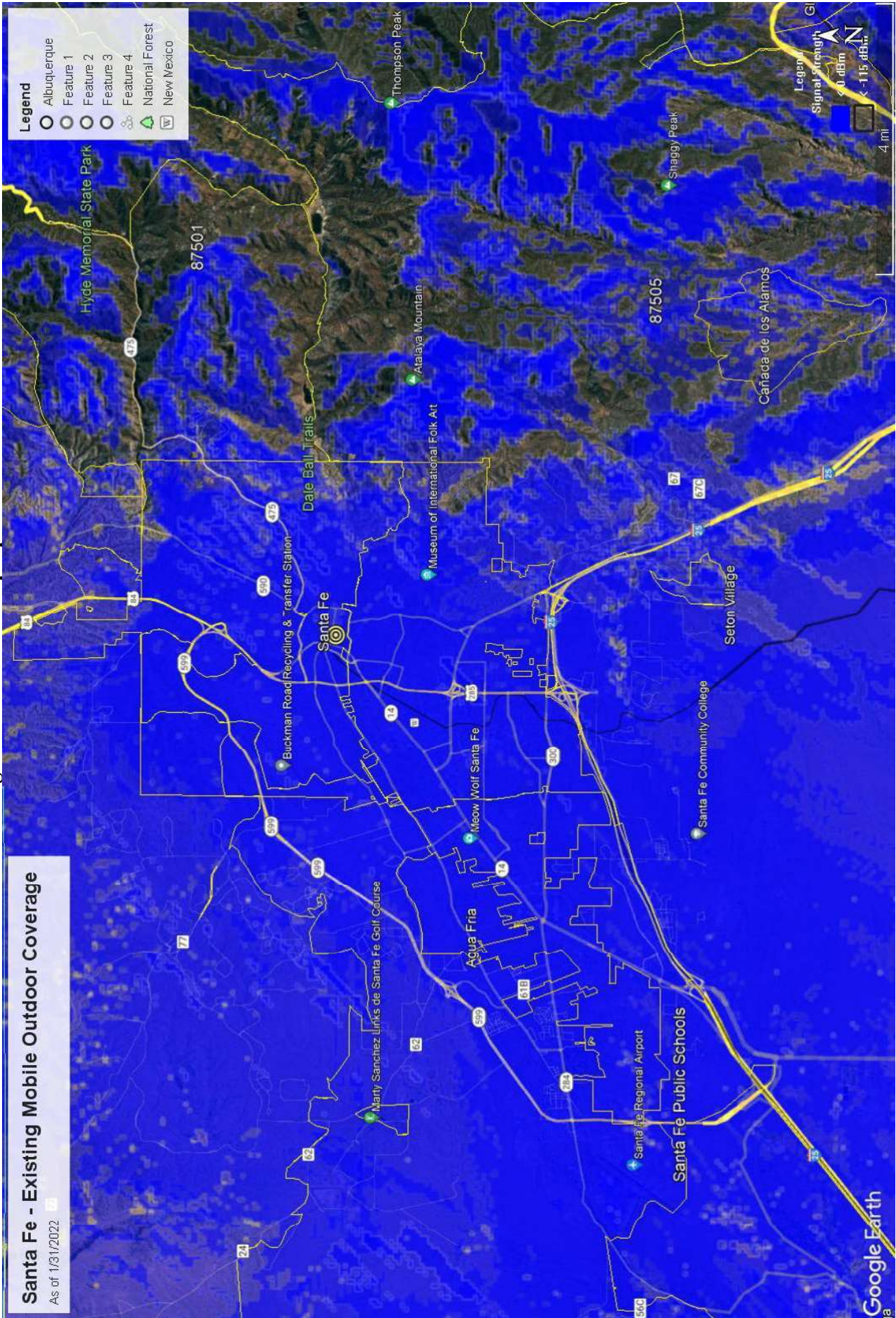


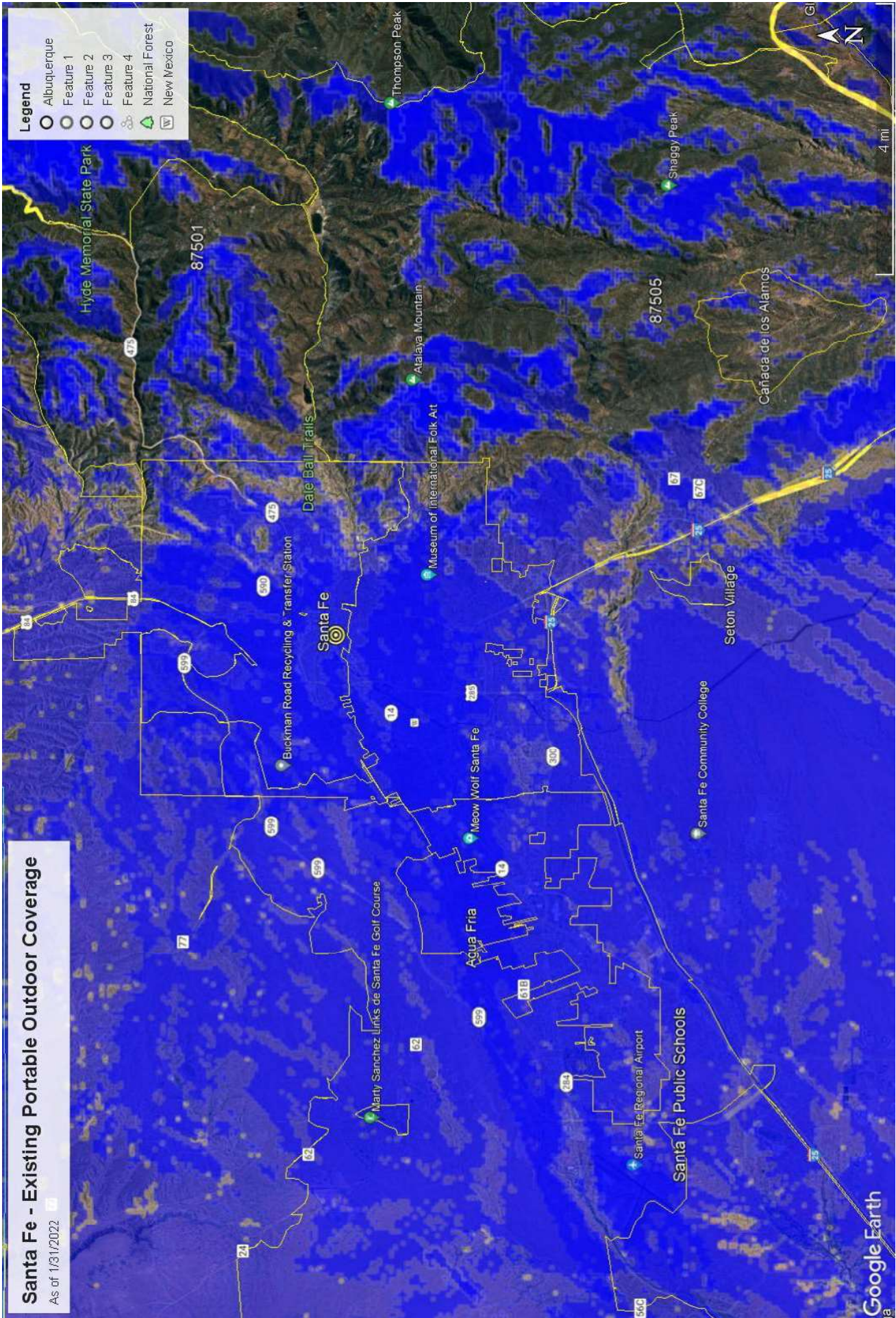


**Portable Outdoor Coverage**

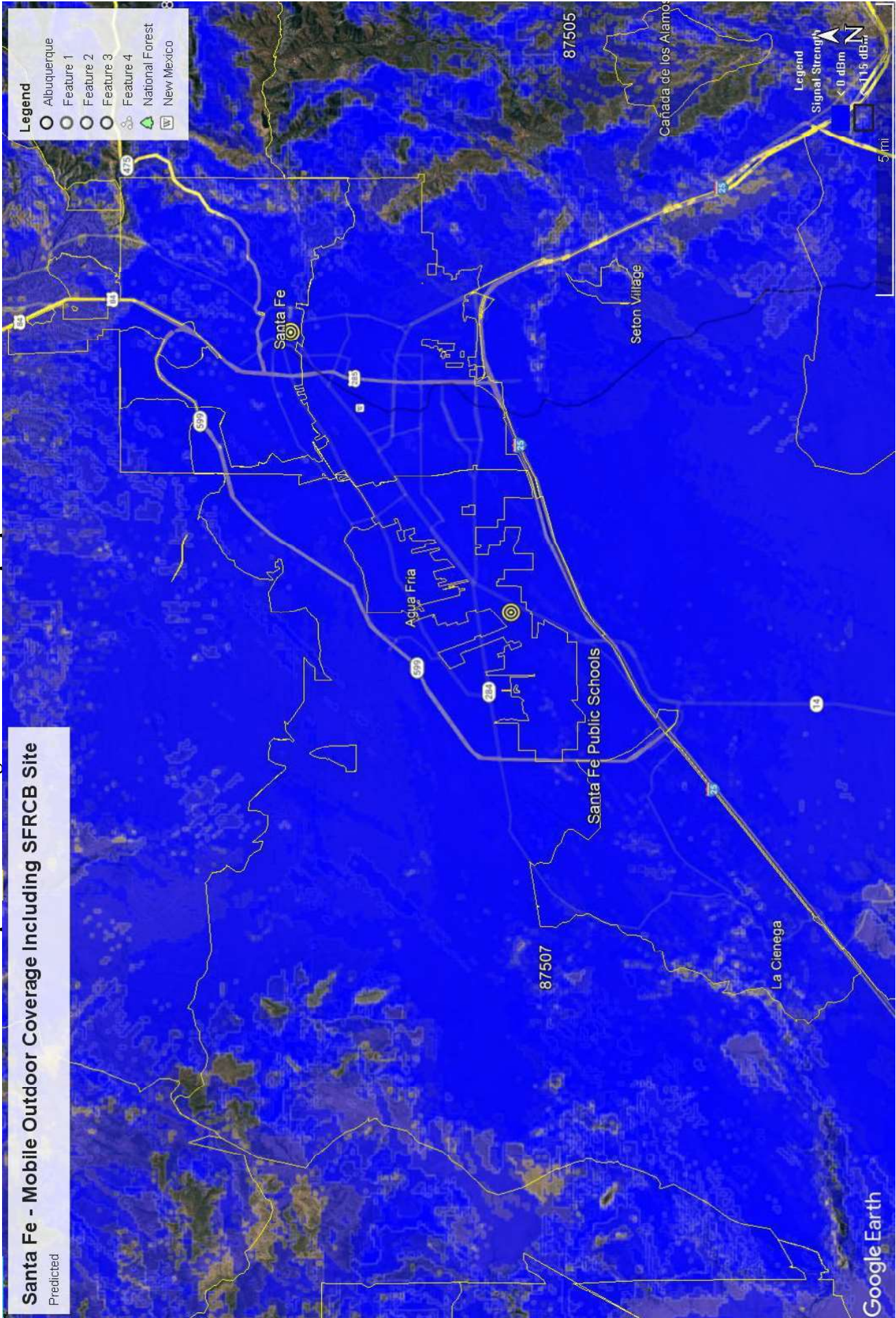
As of 1/31/2022

Does not include coverage contribution from proposed SFRCB DOIT Site



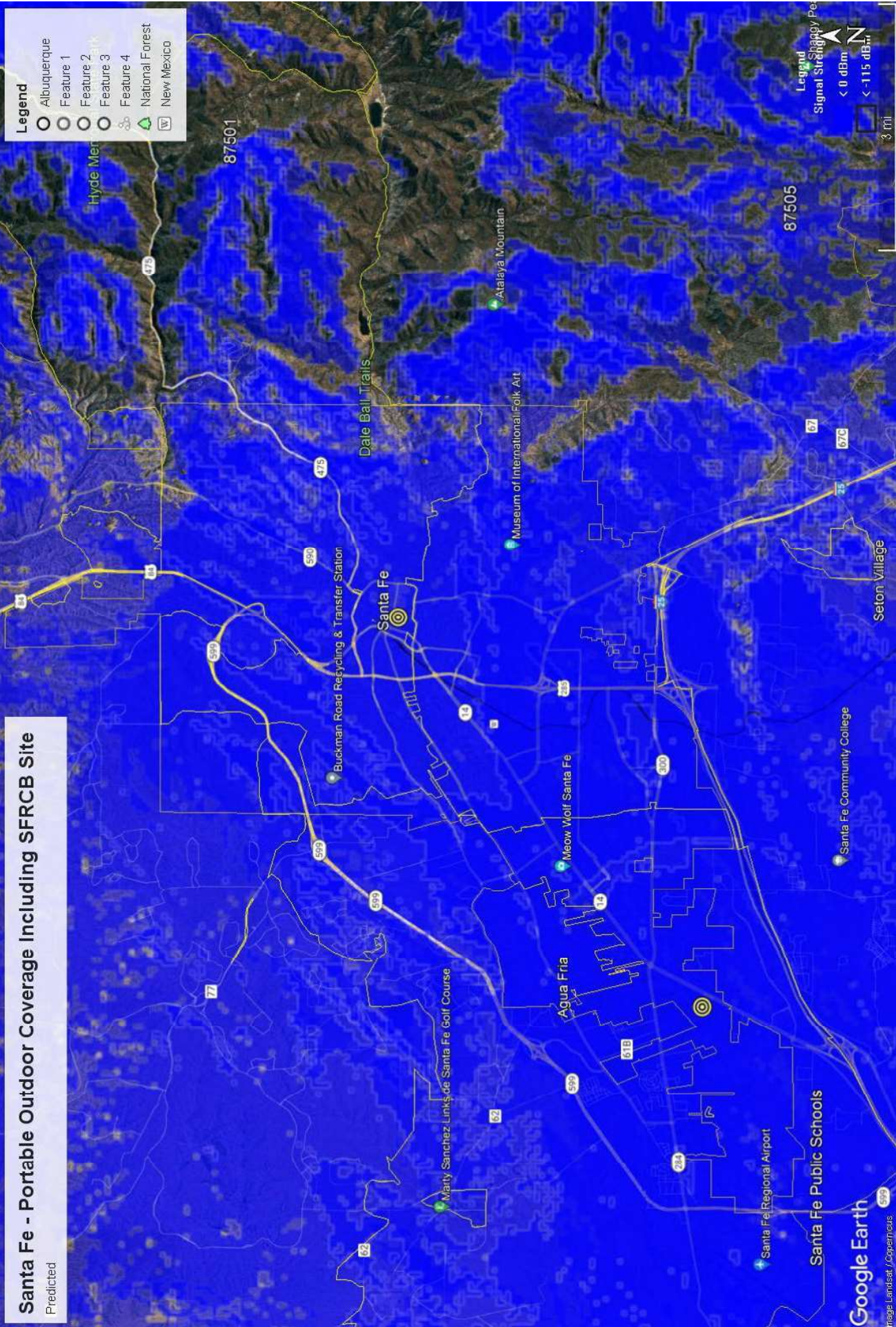


**Includes predicted coverage contribution from proposed SFRCB DOIT Site**

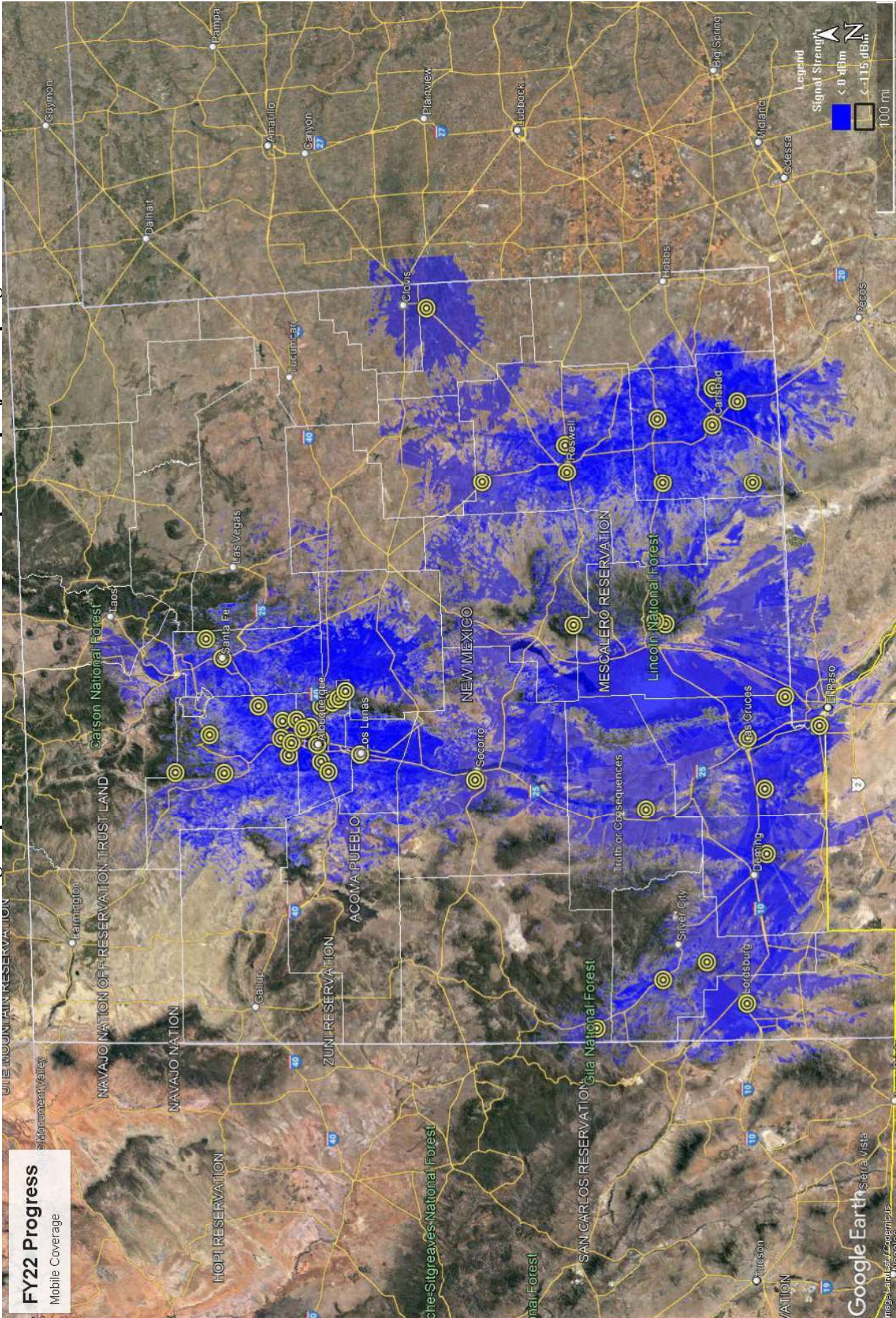


# Includes predicted coverage contribution from proposed SFRCB DOIT Site

**Santa Fe - Portable Outdoor Coverage Including SFRCB Site**  
Predicted



Predicted mobile outdoor coverage expected to result due to current expansion projects in progress as of Jan 31, 2022.



**Attachment E - DTRS Existing Participants as of May 18, 2021**

1. This Attachment E, Revision 1, is part of the Statewide Digital Trunked Radio System (DTRS) Participant Agreement (the “Agreement”).
2. DoIT owns, operates and maintains a telecommunications system known as the New Mexico Statewide Digital Trunked Radio System (NM-DTRS).
3. The purpose of this attachment is to list existing NM-DTRS participants as of the time of this agreement. Existing participants are listed in Table E-1 below

Table E-1: Existing NM-DTRS Participants

Participant (either Contributing Customer or Subscriber)	Date Joined
Bernalillo County	Sep-20
Bureau of Alcohol, Tobacco and Firearms	Jul-20
City of Albuquerque	Feb-20
City of Rio Rancho (in deployment)	Jul-21
Eddy County (In Deployment)	Sep-21
New Mexico State University	Jun-20
Sandoval County (in deployment)	Jul-21
City of Rio Racho (in deployment)	Jul-21
Pueblo of Santa Ana	Jul-21
Spaceport America	Jan-20
State of New Mexico (multiple agencies)(in deployment)	Jun-19
United States Marshal Service	Nov-20
United States Forest Service	Jun-19
Village of Los Lunas (in deployment)	May-21
Village of Tijeras Fire Dept.	May-21
New Mexico State Police	
New Mexico State Parks	
New Mexico Corrections Department	
New Mexico Children Youth and Families Department	
New Mexico District Attorney	Sep-21
New Mexico State Attorney General's Office	Sep-21
BNSF Railroad Police	Oct-21

Limited Participant	Date Joined
Albuquerque Ambulance	Feb-21
Cibola County	Aug-20
Department of Homeland Security (ICE)	Apr-21
Federal Buraru of Investigation	Jun-21
Federal Bureau of Land Management	Jun-21
Hidalgo County	Apr-21
Lifeguard Lifeflight	Pending
National Park Service	Mar-21
UNMH Health	Oct-22
Public Service CO of NM (PNM) Emergency Ops Center	Oct-21

In Discussion or Pending	Est Join Date
City of Belen	TBD
Dona Ana County	TBD
Torrance County	TBD
City of Santa Fe	TBD

## Attachment F - DTRS Subscriber Fees

1. This Attachment E, Revision 1, is part of the Statewide Digital Trunked Radio System (DTRS) Participant Agreement (the “Agreement”).
2. The purpose of this attachment is to outline subscriber fees and the billing process for such fees.
3. The billing cycle for fees shall commence on the 1<sup>st</sup> of each month at 0000 HRS local time and end at 2359 HRS local time on the last day of each month.
4. Any unit ID (radio) which was active for any portion of the billing cycle shall be billed \$20 for the monthly cycle. A unit is defined as active if it has been powered on and affiliated with a DTRS radio site at any time during the billing cycle. If no trunking units assigned to the Participant were affiliated to the DTRS system during the billing cycle, or if the Participant operates conventional mode only radios then no unit-based subscriber charges will apply.
5. The total fee shall be assessed utilizing the process outlined in items 4 and 5 above, repeating for all applicable units which were at any point active during the billing cycle. A list shall be submitted with each invoice listing the radios ID’s which were active during the billing period and what the transmit air-time for each radio ID was.
6. The Participant agency shall be notified by the 10<sup>th</sup> of each month that their billing for the previous month is available for review and payment.
7. Payments shall be made within 30 days of notification that billing is available.
8. There are no late fees for late payment.
9. If the Participant fails to fulfill the obligations of payment of subscriber fees for six consecutive billing cycles DoIT reserves the right to pursue termination of this Agreement per section VII of the DTRS System Agreement.
10. As part of this agreement, The City of Santa Fe is allowing DoIT to utilize portions of the City’s existing infrastructure to deploy the DTRS system. In consideration and recognition of this, The City of Santa Fe shall be issued a credit of **20% of it’s applicable investments to the DTRS system** on its subscriber billing account. The applicable investments and cost details, including the credit amount, shall be determined and documented in a revised ‘Attachment F.’ Applicable contributions are defined as items which contribute to the operation of the DTRS system for all subscribers. Items not considered applicable contributions include but are not limited to dispatch center consoles, logging recorders, subscriber radios, CAD systems, data links not related to the operation of DTRS trunked repeater sites and infrastructure equipment that has been fully depreciated or is obsolete or at end of life. A list of applicable contributions as submitted by The City of Santa Fe and audited by DoIT appears in table F.1.
11. The amount billed each month for DTRS service shall be deducted from the balance of the credit amount established in item 10 above available until the credit has been exhausted. As long as the credit amount available is sufficient to cover the invoice amount billed during each cycle, the City of Santa Fe may elect to make no payment or any partial payment against the invoice, in which case any payment made will increase the credit balance on the account.

**Table F.1 – Eligible Investments for Service Credit Consideration**

1	Los Montoyas Site Hardware	\$ TBD
2		
3		
4		
5		
6		
	<b>Total Eligiable Investment For Credit</b>	\$ -
	<b>Credit Ammount (20% of Eligible Investment)</b>	\$ -









# GB ITT NMDOIT PUBLIC SAFETY RADIO SYSTEM

Final Audit Report

2022-02-18

Created:	2022-02-17
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI8eXpK7UThgyXVFqoRKt-Lxdd4a06B6f

## "GB ITT NMDOIT PUBLIC SAFETY RADIO SYSTEM" History

-  Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)  
2022-02-17 - 6:17:32 PM GMT- IP address: 76.26.103.15
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2022-02-17 - 6:19:32 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2022-02-17 - 6:25:05 PM GMT- IP address: 174.28.88.146
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)  
Signature Date: 2022-02-17 - 6:27:31 PM GMT - Time Source: server- IP address: 174.28.88.146
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature  
2022-02-17 - 6:27:32 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)  
2022-02-18 - 3:39:00 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2022-02-18 - 3:42:08 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-18 - 3:42:08 PM GMT

**Signature:**   
Manuel Gonzales (Feb 18, 2022 09:35 MST)

**Email:** [mmgonzales@santafenm.gov](mailto:mmgonzales@santafenm.gov)

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Police Department in the Amount of \$2,979,997 to Fund Vehicles, Equipment and Labor Costs Associated with Each Vehicle. (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.)

### **Committee Review:**

Finance Committee: 2/28/22

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13808

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

## VOTE SUMMARY



City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal




User Email - clroibal@santafenm.gov



---

**MEMORANDUM**

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Kyra Ochoa, Community Health and Safety Department Director   
**FROM:** Paul Joye, Interim Police Chief   
Ben Valdez, Deputy Police Chief   
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

**ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Police Department in the amount of \$2,979,997 to fund vehicles and the associated equipment and installation costs for the vehicles. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.)

**BACKGROUND:**

The total cost of the 42 vehicles is \$2,979,996.68 and the department will be using \$1 million in vacancy savings and is requesting \$1,979,997 in additional gross receipts tax revenue to fund 42 vehicles and the corresponding equipment and installation costs.

As part of the annual fleet replacement, the Santa Fe Police Department is requesting the purchase of 42 vehicles, to include the purchase of the equipment and labor costs associated with each vehicle. The 42 police vehicles are in addition to the previously requested FY22 annual fleet replacement that was budgeted (15 vehicles) and the approved supplemental vehicle purchase (3 vehicles). In FY21 the Department purchased 8 vehicles. Currently the Department has 93 vehicles in need of replacement, which is due in part to the limited amount of vehicles purchased during FY21 and FY22 due to the financial challenges caused by the pandemic. The purchase of the 42 requested Police vehicles and associated equipment is imperative to maintain the operational capability of the Police Department. The following is the list of vehicles to be purchased.

**VEHICLES**

Ford Interceptor Utility Hybrid (42)

**COSTS**

\$1,627,756.00

**EQUIPMENT & INSTALLATION**

Vehicle docking mounts, laptop docking stations, printer,

**COSTS**

\$48,499.84

driver's license reader, and accessories

Panasonic Toughbooks	\$144,480.00
Vehicle emergency/safety equipment, emergency lights, radio speaker, etc.	\$860,813.88
Motorola Solutions communication and software	\$298,446.96
Total costs for emergency equipment, laptops and installation	\$1,352,240.68
<b>Total purchase cost: Vehicles, equipment and installation</b>	<b>\$2,979,996.68</b>

### **Ford Police Interceptor Utility Hybrid**

Police Interceptor Utility Hybrid vehicles will be purchased to replace the current Police Interceptor sedans, Police Interceptor Utility vehicles and Fusion sedans that are in need of replacement in Patrol and Administration. The patrol vehicles will be up fitted with the latest communication equipment including police radios, mobile data terminals, and modems to work with our Dispatch Communications System and Records Management System.

The vehicle platform can accommodate varying sizes and compositions of officers while wearing protective and duty equipment. The ingress/egress for the vehicle does not require the officer to crouch down when entering the vehicle or to exit the vehicle from a crouched position. This can assist with minimizing issues with back pain, neck pain, and leg strain caused by entering/exiting the vehicle and also minimizes lost time due to employee injuries. This remains a challenge with large statured officers who are issued a Police Interceptor sedan or a Ford Fusion sedan and often requires them being placed in an Interceptor Utility if available.

The vehicle also provides sufficient secured storage space to accommodate communications equipment, duty equipment while also making it readily available for deployment or service when needed. The vehicle platform is also able to safely operate within the manufacturers recommended payload capacity and gross vehicle weight rating (GVWR) without causing excessive brake, tire, and transmission wear when police vehicle equipment is installed and duty equipment is loaded for duty use.

The Police Interceptor Utility as the first-ever pursuit-rated hybrid police SUV. The vehicle maintains the capability as a pursuit rated vehicle for emergency response, but with a significant potential fuel savings and reduced CO2 emissions. The on-board electrical equipment, including mobile data terminal, emergency lighting, and climate control system, can be powered using the lithium-ion hybrid battery. This allows the gasoline engine to shut off requiring it to run only intermittently to charge the battery.

With each vehicle we are anticipating a savings of approximately \$3,646 in fuel per vehicle a year if fuel is \$3.36 a gallon (current fuel cost in Santa Fe on 2/21/22). On our last vehicle purchase request a \$3,028 savings was estimated if fuel was \$3.09 a gallon. As the cost of fuel continued to increase over the past two years, it clearly demonstrates we are prepared for any potential fuel cost increases to come. The potential overall cost

savings in fuel for the 5 year service period for a Patrol vehicle is currently \$18,230 per hybrid vehicle. The total fuel savings for the 42 hybrid vehicles is \$153,132 per year and \$765,660 over their 5 year service period.

The hybrid vehicle comes standard an all-wheel drive drivetrain providing improved handling stability and traction in all driving conditions. This is well suited for our community as we see all seasons. It is also the only vehicle, worldwide, that is engineered to meet the 75-mph rear-impact crash test that provides significant officer protection during a rear impact crash. Rear impact crashes are prone to occur while conducting traffic enforcement on roadways while a vehicle is parked on or alongside the roadway.

The Department plans to continue transitioning all Patrol and Administrative vehicles to a hybrid vehicle fleet as vehicles are identified for replacement. This is an effort to maximize the fuel savings for our Department, to lower the impact of emissions caused by our vehicles, and also maintain an operational fleet with emergency response capability that is suitable to stand up to the rigorous work environment for law enforcement vehicles.

### **FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

### **FUNDING SOURCE:**

The funding source is:

Fund Name/Number: Law Enforcement/Fund 223

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

Munis Object Name/Number: Vehicles/570950 and Inventory Exempt Equipment/572400 and Data Processing/572800

### **ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Community Health and Safety/Police Department/Operations	DATE 2/25/2022
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Police Patrol/General Salaries	1000065	500110			(559,414)
Police Patrol/FICA	1000065	503100			(13,168)
Police Patrol/PERA	1000065	503150			(231,226)
Police Patrol/Health Insurance	1000065	503200			(169,163)
Police Patrol/Retiree Health Care	1000065	503250			(20,256)
Police Patrol/Dental Insurance	1000065	503400			(6,773)
Police Patrol/Operating Transfer to Police GRT Fund	1000065	750223		1,000,000	
Police/Vehicles < 1.5 Tons	2230310	570950		1,627,756	
Police/Vehicle Emergency/Safety Equipment	2230310	572400		1,207,761	
Police/Mobile Data Terminals for Police Vehicles	2230310	572800		144,480	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
General Fund/Municipal Gross Receipts Tax	1000001	401300		(1,643,099)	
Police GRT Fund/Infrastructure Gross Receipts Tax	2230310	401200		(336,898)	
Police GRT Fund/Operating Transfer from General Fund	2230310	650100		(1,000,000)	

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

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Police vacancy savings for purchase of Police vehicles and associated equipment. See attached memo.

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

Lawrence Lovato	2/25/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i>
Prepared By <i>(print name)</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A		City Council	N/A
Division Director Signature <i>(optional)</i>	Date	Approval Date	Finance Director <i>{≤ \$5,000}</i>
<i>Kyra Ochoa</i>		Agenda Item #:	N/A
<a href="#">Kyra Ochoa (Feb 25, 2022 12:51 MST)</a>			City Manager <i>{≤ \$60,000}</i>
Department Director Signature	Date		Date

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the Amount of \$250,000 to Fund Feasibility Study and Architectural Plans for El Lucero Crossing LEDA Manufacturing Expansion. (Rich Brown, Community Development Department Director; rdbrown@santafenm.gov; 505-955-6625)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Rich Brown

Item Sponsor -

Item Tracking Number - 22-13809

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Renee Villarreal

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

## VOTE SUMMARY



City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
**FROM:** Rich Brown, Community Development Department Director *Richard Brown*  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the Amount of \$250,000 to fund feasibility study and architectural plans for El Lucero Crossing LEDA manufacturing expansion. (Rich Brown, Community Development Department Director; [rbrown@santafenm.gov](mailto:rbrown@santafenm.gov); 505-955-6625)

### **BACKGROUND:**

The City of Santa Fe is looking to nurture and expand our diverse industry sectors (Food Manufacturing, Bioscience, Outdoors, Film, Creative & Immersive Experiences, Cannabis and Advanced Technology). Out of the pandemic recession we are seeing local, economic-based businesses explore new market opportunities and will require additional space to accommodate demand. Our mission is to harness this growth through economic and infrastructure development within the City limits to foster job creation and training, increased GRT and diversification of the economy (we are driven by tourism and government).

Leveraging the unused, leased parcel at the El Lucero Crossing will allow us to invest in infrastructure to meet the demand. A Food Manufacturing and Bioscience Innovation HUB, a non-profit food Co-op (possible partnership with the Food Depot) and potential for additional mixed-used, essential worker housing development.

We currently have one food company (Santa Fe SHINE) and six bioscience companies (currently housed at the SF Business Incubator) who are on an 18 month timeline to explore areas to meet their growth goals. We also have a food desert in our southwest sector of the City that could benefit from a local solution to meet that demand. The El Lucero Crossing parcel is the ideal place to create this sort of "Innovation Corridor" that would address our future economic development needs.

We recently were awarded a 'Build Back Challenge' Regional Development Grant from the US Department of Commerce (top 60 finalist out of 529 nationwide) that will allow us the opportunity

to garner technical support to create a master plan for the El Lucero Crossing. Having an ownership stake in the parcel would allow for us to pursue the master plan and get to work on bringing our Innovation Corridor vision to life.

The Department is requesting \$250,000 in additional gross receipts tax revenue to fund feasibility study and architectural plans for El Lucero Crossing LEDA manufacturing expansion.

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**FUNDING SOURCE:**

The funding source is:

Fund Name/Number: Economic Development/212

Munis Org Name/Number: Economic Development Ops/2122800

Munis Object Name/Number: Grants and Services/510400

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME				DATE	
Economic Development				2/25/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Economic Development / Grants & Services	2122800	510400		250,000	
Economic Development (General Fund) - Transfer to Economic Development Fund	1002800	750212		210,711	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Economic Development / State-Shared Gross Receipts Tax	2122800	412100		(39,289)	
General Fund / State-Shared Gross Receipts Tax	1000001	412100		(210,711)	
Economic Development Fund - Transfer from General Fund	2122800	650100		(210,711)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$	-

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates to support the feasibility study and architectural plans for the El Lucero Crossing LEDA manufacturing expansion. See attached memo.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>
	Fund Balance Increase/(Decrease)
	Fund(s) Affected
	<b>TOTAL:</b>
	<b>0</b>

Andy Hopkins	2/25/2022	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	<u>Alexis Lotero</u> <small>Alexis Lotero (Feb 25, 2022 13:59 MST)</small>
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A		City Council	N/A
Division Director Signature <i>{optional}</i>	Date	Approval Date	Finance Director <i>{≤ \$5,000}</i>
<u>Richard Brown</u>		Agenda Item #:	N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Budget Adjustment Resolution (BAR) in the Tourism Department in the Amount of \$300,000 to Fund Advertising. (Randy Randall, Tourism Department Director, [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov); 505-955-6209.)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13810

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

**VOTE SUMMARY**



City of Santa Fe

User Name - Carolyn Roibal


User Email - ciroibal@santafenm.gov



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Rich Brown, Community Development Department Director *Richard Brown*  
**FROM:** Randy Randall, Tourism Department Director   
**RE:** FY22 Budget Adjustment Randy Randall (Feb 25, 2022 14:23 MST)  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Tourism Department in the Amount of \$300,000 to fund advertising. (Randy Randall, Tourism Department Director, rrandall@santafenm.gov; 505-955-6209)

### **BACKGROUND:**

The current budget for Visit Santa Fe has allowed for a continuation of our current successful campaign in proven markets for Santa Fe.

The Department is requesting \$300,000 in additional lodgers tax revenue to fund additional advertising to strengthen the visitation to the city as it rebounds from another reduction felt as a result of the Omicron variant in January and February. While experiencing a strong rebound though December of last year, January city wide occupancy was back down to 38.1%, up from 21.7% in 2021, but significantly below 51.8% in 2020, one of the last pre-covid months.

The additional support for our advertising will allow the City to initiate a quick test into the Las Vegas, Nevada, market that has shown a more significant presence emerging in the past 12 months. According to our data source, it is now one of top ten out of state city sources of visitation. This test will us up to \$100,000 and be primarily digital targeting anyone in greater Las Vegas searching for a domestic destination in the western states. For the balance of the funds, we are exploring with our agency two opportunities that are not affordable for the city in the current budget. Both Travel and Leisure and Conde Nast magazines offer targeted digital marketing to their extensive subscriber base that is ideally suited to plan a visit Santa Fe. We will also develop a micro campaign using the recent announcement in Travel and Leisure that Santa Fe is the 7th top destination in the world for "Art Lovers". This will include both a new digital presence on our web site as well as a print piece for distribution in our visitor centers and hotels show these art lovers how to best

explore The City Different. All of this is beyond the scope of our current budget and will generate increased visitation to the city in 2022.

### **FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) and Lodgers Tax revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. The City's Lodgers Tax revenue shows continued strength, earning a total of \$7.9 million in Lodgers Tax revenue in the first half of FY22. The FY22 Lodgers Tax revenue earned through December 31, 2021 is 89.9 percent of the total \$8.7 million budgeted for Lodgers Tax, well ahead of this point during FY21 and about the same as FY20. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

### **FUNDING SOURCE:**

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Visit Santa Fe/2130521

Munis Object Name/Number: Advertising/561850

### **ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.



## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Arts and Culture Department in the Amount of \$300,000 to Fund Community Gallery Citywide Exhibition and Programming, Arts Education, Cultural Investment Funding Program (CIFP) and Culture Connects Focused Projects and Programming. (Pauline Kamiyama, Arts and Culture Department Director; [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov); 505-955-6653.)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13811

Motion Type - No Recommendation

Motion Mover - Jamie Cassutt

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 1

Vote Absent Count - 0

## VOTE SUMMARY



City of Santa Fe

Vote For Names - Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names - Renee Villarreal

Vote Absent Names -

User Name -Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Rich Brown, Community Development Department Director *Richard Brown*  
**FROM:** Pauline Kamiyama, Arts and Culture Department Director *Pauline Kamiyama*  
**RE:** FY22 Budget Adjustment pauline.kamiyama (Feb 25, 2022 15:18 MST)  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Arts and Culture Department in the Amount of \$300,000 to fund Community Gallery citywide exhibition and programming, arts education, cultural Investment Funding Program (CIFP) and culture connects focused projects and programming. (Pauline Kamiyama, Arts and Culture Department Director; [pkkamiyama@santafenm.gov](mailto:pkkamiyama@santafenm.gov); 505-955-6653)

### **BACKGROUND:**

The Arts and Culture Department is requesting \$300,000 in additional lodgers tax revenue to fund the following priorities:

#### **\$50,000 for Community Gallery citywide exhibition and programming**

Background: The Community Gallery was established in 2008 to promote, exhibit and sell the art work of local (New Mexico) artists. During the pandemic, the Community Gallery continued its services with digitizing its current exhibition "Play Things/The Iconography of Toys" and to expand its workforce development trainings to meet the needs of artists transitioning to digital platforms during COVID-19. Arts and Culture Department in partnership with Parks Department began expansion of the current artwork loan program to launch a rotating art program at the Municipal Recreation Sports Complex (MRC) that brings art to a new audience on the southside of town that is multigenerational and sports/outdoor oriented. Three permanent sculptures will serve as anchors to the newly created art park at the MRC with three opportunities for temporary sculptures to be displayed. Programming inspired by the sculptures will further encourage engagement with the visitors to the park - learning opportunities and workshops around environment, watershed, sports, ecology, sustainability to accompany the sculptures. Programming also helps build stewardship for the artworks and ACD will be activating existing locations with art on loan at other parks throughout the City. Programming costs \$25,000, installation \$15,000 and workforce development trainings \$10,000

Funding Source:

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Arts and Culture Admin/2132775

Munis Object Name/Number: Advertising/561850 and Grants and Services/510400

**\$15,000 for Culture connects focused projects and programming**

Background: In 2016 the Governing Body adopted the Culture Connects Roadmap, a community-wide engaged process that resulted in a roadmap for ongoing growth and sustainability around culture and all that it encompasses. ACD seeks to utilize supplemental funding to elevate the unique cultural identify and assets of neighborhoods. Focusing on the southside of town, ACD will support collaborative projects between creatives and neighborhoods that represent place and define neighborhood identity – examples are oral history projects, community asset mapping and/or art workshop and projects. Three mini-grants to be awarded in the amount of \$5,000 each to support community engagement.

Funding Source:

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Arts and Culture Admin/2132775

Munis Object Name/Number: Advertising/561850 and Grants and Services/510400

**\$15,000 for Arts Education**

Background: The integration of arts and culture into the learning environment is a vital component to foundations of critical thinking, abstract analysis and cooperative learning. Hands on learning and apprenticeships are also part of preparing the next generation in the creative economy. Support to arts organizations providing arts education in the classroom, field and onsite at various venues provides cultural experiences will foster curiosity, exposure to the arts and open the realm of possibilities for career pathways in the creative sector. Three minigrants in the amount of \$5,000 will help provide additional support organizations need in order to respond to the ongoing hybrid model of education and accessibility.

Funding Source:

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Arts and Culture Admin/2132775

Munis Object Name/Number: Advertising/561850 and Grants and Services/510400

**\$120,000 for Cultural Investment Funding Program (CIFP)**

Background- due to the pandemic, ACD's budget was reduced by 53% in FY20 with gradual increases in FY22. The CIFP supports arts non-profits to promote and market cultural tourism. Our cultural organizations proved beyond a doubt their high value contribution to the overall economy as performance, exhibitions, events were cancelled due to COVID-19 resulting in loss of Lodgers' Tax and Gross Receipt Tax revenue. If we had known of this additional Lodgers' Tax during the FY22 budget process last year, we would have been able to increase the award amounts at that time. ACD has made an internal

commitment to rebuild the CIFP budget that went from an annual budget of over \$900,000 to drop to FY21 \$320,000 and in this current FY22, staff decided to forego filling one of its two vacancies to go back to the CIFP to bring this year's award total amount to \$420,000. ACD seeks \$120,000 in order to provide additional support to the 24 CIFP awardees an additional \$5,000 to promote their events and activities for spring, summer and beyond.

Funding Source:

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Arts and Culture Admin/2132775

Munis Object Name/Number: Advertising/561850

**\$50,000 for Culture Connects: Fe.mous Campaign**

Fe.mous celebrates our local celebrities that make Santa Fe truly unique. These local spotlights feature our culture bearers in all genres. Phase 1 included the grand dame of Spanish Market, Monica Sosaya Halford; First Poet Laureate of the Navajo Nation, Luci Tapahonso and Music Producer and performer, Brian Hardgroove of Public Enemy. We seek to further promote the significant economic impacts that arts and culture has on Santa Fe through the sharing of our local culture bearers as ambassadors to cultural tourism highlighting our city as the unique and captivating place where future meets past, tradition meets innovation and art is life. Phase 2 will include up to 6 additional Fe.mous profiles, comprehensive digital marketing plan, compilation of Phase 1 and Phase 2 artists videos and programming featuring our esteemed local celebrities. See website:

<https://www.santafe.org/femous/>

Funding Source:

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Arts and Culture Admin/2132775

Munis Object Name/Number: Advertising/561850 and Grants and Services/510400

**\$50,000 for Culture Connects: Cultural History Virtual Reality (VR)Tour**

Collaborative project with City Historian Valerie Rangel, combine the historian story map project with an added component of VR for the public to learn about the many layers of history of place from geological foundation, flora and fauna, environment, human development and future projections of the City Different. This can also serve as teaching tools for educators in all subjects and connect history to place that enriches our understanding and appreciation.

Funding Source:

The funding source is:

Fund Name/Number: Lodgers' Tax Fund/213

Munis Org Name/Number: Arts and Culture Admin/2132775

Munis Object Name/Number: Grants and Services/510400

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) and Lodgers Tax revenue collection

in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. The City's Lodgers Tax revenue shows continued strength, earning a total of \$7.9 million in Lodgers Tax revenue in the first half of FY22. The FY22 Lodgers Tax revenue earned through December 31, 2021 is 89.9 percent of the total \$8.7 million budgeted for Lodgers Tax, well ahead of this point during FY21 and about the same as FY20. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Arts & Culture	DATE 2/25/2022
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Arts & Culture/Grants & Services - Community Gallery citywide exhibition and programming	5202775	510400		50,000	
Arts & Culture/Grants & Services - Arts Education	2522775	510400		15,000	
Arts & Culture/Grants & Services - Culture Connects focused projects and programming	2132775	510400		15,000	
Arts & Culture/Advertising - Cultural Investment Funding Program (CIFP)	2132775	561850		120,000	
Arts & Culture/Grants & Services - Culture Connects Fe.mous Campaign	2132775	510400		15,000	
Arts & Culture/Advertising - Culture Connects Fe.mous Campaign	2132775	561850		35,000	
Arts & Culture/Grants & Services - Culture Connects Cultural History Virtual Reality (VR)Tour	2132775	510400		50,000	
Arts (Lodgers' Tax) - Transfer to Convention Center Fund (Community Gallery)	2132775	750520		50,000	
Arts (Lodgers' Tax) - Transfer to Arts Grants Fund	2132775	750252		15,000	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Lodgers' Tax	2130001	402100		(300,000)	
Arts (Community Gallery) - Transfer from Lodgers' Tax Fund	5202775	650213		(50,000)	
Arts Grants Fund - Transfer from Lodgers' Tax Fund	2522775	650213		(15,000)	

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

Allocation of FY22 Lodgers' Tax revenue earned over and above budgeted estimates to support various Arts & Culture programs and initiatives. See attached memo.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>												
	<table border="1" style="width: 100%;"> <tr> <th style="width: 70%;">Fund(s) Affected</th> <th style="width: 30%;">Fund Balance Increase/(Decrease)</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>TOTAL:</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)									<b>TOTAL:</b>	<b>0</b>
Fund(s) Affected	Fund Balance Increase/(Decrease)												
<b>TOTAL:</b>	<b>0</b>												

Andy Hopkins Prepared By <i>{print name}</i>	2/25/2022 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Alexis Lotero <small>Alexis Lotero (Feb 25, 2022 11:01 MST)</small>
N/A Division Director Signature <i>{optional}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
 <small>Pauline Kanako Kamiyama (Feb 25, 2022 10:52 MST)</small>	Date	City Council Approval Date	N/A Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date	Agenda Item #:	N/A City Manager <i>{≤ \$60,000}</i>

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Railyard Division of the Public Works Department in the Amount of \$350,000 to Fund Rail Corridor Safety and Railyard Platform #2 Design. (Sam Burnett, Facilities Division Director, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov), 505-955-5933 and James Garduno, Project Administrator, [jdgarduno@santafenm.gov](mailto:jdgarduno@santafenm.gov), 505-795-2439)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/02/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13812

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

## VOTE SUMMARY



City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Regina Wheeler, Public Works Department Director  
**FROM:** Sam Burnett, Facilities Division Director  
James Garduno, Project Administrator  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Railyard Division of the Public Works Department in the Amount of \$350,000 to fund Rail Corridor Safety and Railyard Platform #2 Design. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933 and James Garduno, Project Administrator, jdgarduno@santafenm.gov, 505-795-2439)

### **BACKGROUND:**

The Department is requesting \$350,000 in additional gross receipts tax revenue to fund the following priorities:

#### **\$200,000 for Rail Corridor Safety**

The City owned Santa Fe Railyard includes an active rail line corridor. This rail line services both the NMDOT Rail Runner and the newly launched Sky Railway. Both of these operations infuse the Railyard with social and economic activity and vibrancy. With growing pedestrian activity in the Railyard, safety around the railroad operations must be ensured. The City recently received a letter from the NMDOT Rail Bureau highlighting the need for safety improvements within the Railyard rail corridor. Their motivation being born out of several 'near misses' where pedestrian were nearly struck by a moving train.

The Facilities Division has begun preparing a number of safety related projects within the Railyard including a safety signage assessment as a first step towards designing and installing improved safety signage. We have also begun working with a local engineer to finalize drawings for the installation of pedestrian crossings over the rail line at Manhattan and Alcaldeza Streets. We will coordinate with NMDOT Rail Runner and ensure that investments provide substantial improvements to constituent safety around the rail line within the Santa Fe Railyard.

Funding Source:

The funding source is:

Fund Name/Number: Railyard/515

Munis Org Name/Number: Railyard-Operations/5156001

Munis Object Name/Number: Rep and Maint Build/Struct/ 520100

**\$150,000 for Railyard Platform #2 Design**

The last undeveloped City owned and managed parcel Santa Fe Railyard is a small lot located directly behind the Jean Cocteau Cinema along Market Street. Due to restrictions related to the Railyard Conservation Easement, the Railyard Master Plan, and rules related to the types of activities that can take place next to rail lines, there are limited options for developing this parcel. Increased activity on the rail line and the limiting factors above together create an excellent opportunity for the City to develop a second Train Platform that will tie this remnant parcel into the train oriented development that is centered on the Historic Santa Fe Train Depot. This platform will create new opportunities for rail-oriented activities in the Railyard while also helping to complete the redevelopment of this important part of our community. The development of this platform will also tie into the safety improvements currently underway within the Railyard.

Funding Source:

The funding source is:

Fund Name/Number: Railyard/515

Munis Org Name/Number: Railyard-Operations/5156001

Munis Object Name/Number: WIP Design/572960

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.



## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Parks Department in the Amount of \$1,040,000 to Fund Improvements in Various City Parks. (Melissa McDonald, Parks and Open Space Division Director, 505-955-6840, [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov) )

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13813

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

## VOTE SUMMARY



City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

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

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

DEPARTMENT / DIVISION NAME Public Works / Parks Division	DATE 2/25/2022
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Parks CIP/WIP Construction - Tennis Court Resurfacing	3559980	572970		400,000	
Parks CIP/Repair & Maint Building/Structures - Citywide Gate Systems	3559980	520100		120,000	
Parks CIP/Repair & Maint Building/Structures - Sports Fields Effluent Pump Replacement	3559980	520100		90,000	
Parks CIP/Repair & Maint Building/Structures - Golf Course Bathroom Upgrades	3559980	520100		320,000	
Parks (General Fund)/Operating Supplies - Sod for Plaza	1004150	530200		60,000	
Parks (General Fund)/Equipment & Machinery - (2) Grasshopper Mowers for Medians	1004150	570500		50,000	
Parks (General Fund)/Capital Transfer to Parks CIP Fund	1004150	760355		60,000	
1/2% GRT Income Fund/Capital Transfer to Parks CIP Fund	3650142	760355		980,000	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
1/2% GRT Income Fund/Municipal CIP GRT	3650001	401400		(980,000)	
General Fund/State-Shared Gross Receipts Tax	1000001	412100		(60,000)	
Parks CIP/Capital Transfer from General Fund	3559980	660100		(60,000)	
Parks CIP/Capital Transfer from 1/2% GRT Income Fund	3559980	660365		(980,000)	

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

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates to support various Parks projects and equipment purchases. See attached memo.

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

Lawrence Lovato	2/25/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i>
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A	Date	City Council Approval Date	N/A
<i>Regina Wheeler</i>	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i>
<a href="#">Regina Wheeler (Feb 25, 2022 18:50 EST)</a>	Date		N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>






# GRT round 2 BAR-PRK(13)

Final Audit Report

2022-02-25

Created:	2022-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoAty38UHbvlf3_BGDKItCW7wzjDBdHh

## "GRT round 2 BAR-PRK(13)" History

-  Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)  
2022-02-25 - 11:48:56 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature  
2022-02-25 - 11:49:43 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)  
2022-02-25 - 11:50:40 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2022-02-25 - 11:50:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-25 - 11:50:59 PM GMT



---

**MEMORANDUM**

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Regina Wheeler, Public Works Department Director *RW*  
RW (Feb 25, 2022 20:42 EST)  
**FROM:** Melissa McDonald, Parks and Open Space Division Director  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

**ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Parks Department in the Amount of \$1,040,000 to fund improvements in various City Parks. (Melissa McDonald, Parks and Open Space Division Director, 505-955-6840, mamcdonald@santafenm.gov )

**BACKGROUND:**

The Public Works Department is requesting \$1,040,000 in additional gross receipts tax revenue to fund the following priorities:

**\$400,000 for Tennis Court Construction and Resurfacing**

Melissa McDonald, Parks and Open Space Division Director, 505-955- 6840, mamcdonald@santafenm.gov

There City's existing tennis courts across the city are in disrepair and do not meet growing community demand. Four courts located at Larragoite Park and Atalaya Park are in poor or critical condition and four located at Herb Martinez Park are in worse shape and are in the process of being decommissioned. Replacing these eight courts with new courts and resurfacing eight existing courts would have a significant positive impact. These funds will be combined with impact fees to fund the \$1,600,000 new construction and resurfacing project. Construction will begin as soon as funds are available starting with the most critical courts at Herb Martinez and Larragoite Parks.

Location	Estimated Cost as 2/21/22	Condition
Herb Martinez Courts	\$638,000	Critical

Larragoite Courts	\$435,000	Critical
Atalaya Courts	\$400,000	Poor
Ron Shirley Alto Courts	\$77,000	Fair
Salvador Perez Courts	\$50,000	Fair
Total	<b>\$1,600,000</b>	

Funding Source:

The funding source is:

Fund Name/Number: CIP Parks and Trails/355

Munis Org Name/Number: Parks/Trails CIP/3559980

Munis Object Name/Number: WIP Construction/ 572970

**\$120,000 for New gates at parks at Fort Marcy, Cross of the Martyrs and others**

Scott A. Overlie, Project Administrator, 505-955-2114, saoverlie@santafenm.gov

The gates at many city parks are in disrepair resulting in illegal, afterhours access. There is regular loitering, playing loud music and disturbing adjoining neighborhoods. There has also been an increase in graffiti and vehicle damage to turf areas. Parks facilities have been vandalized and burglarized. Parks that have significant security risks are Fort Marcy Complex (3 gates), Cross of the Martyrs (1 gate), Franklin Miles Park (2 gates), Larragoite Park (2 gates), MRC (2 gates) and Ragle Park (2 gates).

With this funding, non-functioning gate systems including associated bollards, cables, and fencing will be repaired and or replaced. At some locations cameras may be added for increased security as budget allows.

Funding Source:

The funding source is:

Fund Name/Number: CIP Parks and Trails/355

Munis Org Name/Number: Parks/Trails CIP/3559980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**\$60,000 for Sod for Plaza Lawns**

Melissa McDonald, Parks and Open Space Division Director, 505-955- 6840, mamcdonald@santafenm.gov

Due to the impacts of the extreme drought and people using the plaza for outdoor activities, the lawn areas at the plaza are in poor condition and need to be replaced for the upcoming season. Reseeding would require areas to be cordoned off for approximately 5 weeks, so sod turf-grass will be installed, requiring a shorter establishment period and cordoning off for only days.

Funding Source:

The funding source is:

Fund Name/Number: General Fund/ 100  
 Munis Org Name/Number: Parks, Trails & Watershed Adm/ 1004150  
 Munis Object Name/Number: Operating Supplies/ 530200

**\$90,000 for MRC Effluent Irrigation Pump Replacement**

Scott A. Overlie, Parks Division Project Administrator 505-955-2114,  
 saoverlie@santafenm.gov

The existing effluent pump used to irrigate all playfields at the MRC is beyond serviceable life and in need of replacement. Due to the long lead time for this pump, having the existing pump break down during the playing season would be catastrophic to the playfields and athletic leagues playing on the fields. These are high use areas within the MRC and the pump replacement is critical to support community demand for these fields.

With these funds, a new 900GMP 480N/3PH booster pumpstation will be installed. Cost includes the removal of existing pumpstation and the installation and start-up of the new pumpstation. The Division plans to replace the pump this spring to ensure uninterrupted irrigation at MRC play fields.

**Funding Source:**

The funding source is:

Fund Name/Number: CIP Parks and Trails/355  
 Munis Org Name/Number: Parks/Trails CIP/3559980  
 Munis Object Name/Number: Rep and Maint Build/Struct/520100

**\$320,000 for MRC and Golf Course Bathroom Repairs**

Scott Overlie, Parks Administrative manager, 505-231-6194, [saoverlie@santafenm.gov](mailto:saoverlie@santafenm.gov)

The existing bathrooms for the MRC are dated and in need of roof repairs, plumbing repairs, mold abatement and upgrades for fixtures (many broken, cracked and non-operational), drywall, paint and solar heating units for bathrooms that are currently not heated. The bathrooms that are utilized by the community at the athletic fields and golf course need to have water bottle filling stations available. These are high use areas within the MRC and are in need of immediate attention.

Location	Estimated Cost as 2/21/22	Condition
Golf Course Club House/Admin Building	\$64,250	Poor/Fair
Golf Course Field Bathrooms	\$82,300	Critical
MRC Soccer Valley	\$52,950	Poor
MRC Ballfields	\$62,300	Poor
MRC Rugby Fields	\$58,200	Fair
Total	\$320,000	

The repairs will be started as soon as funds are available and be completed during this play season.

Funding Source:

The funding source is:

Fund Name/Number: CIP Parks and Trails/355

Munis Org Name/Number: Parks/Trails CIP/3559980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**\$50,000 for Replacement of Median Mowers**

The Parks Division maintains 580 medians or appx 120 miles of medians across the City without the use of chemicals. During the 2021 season, two of the median mowers were out of service for a period of time. Replacing these mowers will make median maintenance more effective and efficient. The Grasshopper, Model 932D mower is particularly helpful as it has a larger 72” deck and a snow thrower option. This makes it versatile to use in all seasons.

Funding Source:

The funding source is:

Fund Name/Number: General Fund/ 100

Munis Org Name/Number: Parks, Trails & Watershed Adm/1004150

Munis Object Name/Number: Equipment & Machinery/570500

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City’s Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City’s revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Facilities Division of the Public Works Department in the Amount of \$1,440,000 to Fund Repairs at Various City Facilities. (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov, 505-955-6622)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner - Regina Wheeler

Item Sponsor -

Item Tracking Number - 22-13814

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Secunder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

**VOTE SUMMARY**



Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)



---

**MEMORANDUM**

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
**FROM:** Regina Wheeler, Public Works Department Director *RW*  
**RE:** FY22 Budget Adjustment RW (Feb 25, 2022 18:41 EST)  
**DATE:** February 28, 2022

---

**ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Facilities Division of the Public Works Department in the Amount of \$1,440,000 to fund repairs at various City facilities. (Regina Wheeler, Public Works Department Director; [rawheeler@santafenm.gov](mailto:rawheeler@santafenm.gov), 505-955-6622)

**BACKGROUND:**

The Public Works Department is requesting \$1,440,000 to fund the following priorities:

**\$150,000 in additional gross receipts tax revenue for Genoveva Chavez Community Center HVAC Replacement**

James Garduno, Project Administrator, [jdgarduno@santafenm.gov](mailto:jdgarduno@santafenm.gov), 505-795-2439

Following the completion of the 2018 GRT Bond investments in the Genoveva Chavez Community Center, there are four remaining roof top HVAC units that were installed when building was constructed construction. All four units are past their life expectancy and require unreasonable amounts of maintenance to keep functioning. Two units serve the administrative offices and two serve the fitness area.. Their replacement will improve conditions for both staff and patrons.

**Funding Source:**

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$150,000 in additional gross receipts tax revenue for Ft. Marcy Deck and Drains**

Caryn Grosse, Senior Project Administrator, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov), 505-955-5938

The drains around the pool at Ft Marcy have deteriorated and are no longer allowing efficient flow of water. The deck has been patched due to various repairs to the pool and drain system. This project will replace the drains and deck. In order to reduce disruption to patrons, this project will be scheduled to occur while the Fort Marcy Natatorium is closed for replacement of the roof and skylights later this year.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$300,000 in additional gross receipts tax revenue to provide COVID safe work environments in City facilities**

The proposal will provide for installation of Ultra-Violet C (UVC) Emitters in HVAC Systems Fifty mobile air purifiers that utilize UVC light emitters, along with MERV and HEPA filters were procured in early 2021 for distribution to various city facilities. UVC denatures the proteins in viruses, as well as killing bacteria and eliminating mold and other spores, resulting in cleaner air.

Proposals were obtained to install UVC in the ductwork for a number of City buildings. These facilities were selected because the mechanical systems would be relatively easy to retrofit with the UVC emitters, and because these facilities also serve customers as well as employees.

1. Main Library
2. Southside Library
3. MEG Senior Center
4. GCCC
5. Ft Marcy
6. Salvador Perez
7. Santa Fe Police Department-Admin Building
8. Siringo Buildings F, H, I

As the HVAC system at City Hall utilizes boilers, the retrofit process would be slightly different, but it can also be retrofitted with UVC emitters near the fan coils.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$300,000 in additional gross receipts tax revenue for Assessment, Programming and Conceptual design for Central Library at Fogelson**

Therese Martinez, Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937 and Maria Tucker, Community Services Director, [metucker@santafenm.gov](mailto:metucker@santafenm.gov), 505-955-6788

In 2019 the Santa Fe Public Library completed an assessment of library services in the City of Santa Fe. The consultants determined that a new Central Library is needed in order to provide modern and technologically appropriate library services and facilities to the growing community of Santa Fe. With over 700,000 visitors annually, the Santa Fe Public Library system needs a new modern library facility that can serve as a Central Branch and provide an anchor educational, cultural and community-based facility at the Midtown campus for the Santa Fe Community.

This funding will be used to engage a qualified firm to a conduct an architectural and engineering assessment of the Fogelson Library Complex, gather stakeholder input and provide guidance on trends in public library space utilization and design. The deliverables will be a program plan, conceptual and schematic design, and preliminary cost estimate for the proposed future Central Library at Fogelson based upon community, governing body and staff input.

Funding Source:

The funding source is:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$50,000 in additional gross receipts tax revenue for Downtown Brick Walkways**

John Dillon, Senior Project Administrator, [jcdillon@santafenm.gov](mailto:jcdillon@santafenm.gov), 505-795-5936

City Hall, the Community Convention Center, and the Main Library all have brick sidewalks and walkways. These walkways are a high value aesthetic feature that add to the historic character and charm of our downtown. Brick walks, by nature, require a higher level of maintenance than do concrete walkways. Freeze/thaw cycles and the invasion of tree roots cause heaving and settling and ultimately an uneven walking surface which poses trip hazards. The Facilities Division completed some brick walk rehabilitation in 2020 and 2021 around City Hall and the Main Library to great effect. This funding will allow us to address additional remaining trip hazards as well as begin working on the preventative maintenance of these walkways.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$50,000 in additional gross receipts tax revenue for BC Pool Security**

John Dillon, Senior Project Administrator, [jcdillon@santafenm.gov](mailto:jcdillon@santafenm.gov), 505-795-5936

BC Pool is the City's only outdoor pool facility. For approximately 8 months of the year the pool building is vacant making it attractive to vandals. The building has been broken into and vandalized four times over the past year. The plan is to add exterior lighting, security bars over the windows, and security cameras if budget allows.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**\$40,000 in additional gross receipts tax revenue for the Municipal Court Kiosk**

Therese Martinez, Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937

The City of Santa Fe Municipal Court's mission is to "administer justice to the people of Santa Fe in a fair, equitable, efficient, professional and consistent manner." In an effort to enhance this mission by increasing their efficiency, the Municipal Court is proposing adding a kiosk to their methods of providing services to the public.

The kiosk will facilitate a number of types of constituent transactions including accepting court ordered payments, facilitating phone calls to staff, scanning documents to add to existing files, looking up case information. The kiosk will have a built-in translator for non-English speakers creating accessibility and convenience for after hours completion of business with the court.

With these funds, a new enclosed, fully accessible space will be constructed attached to the entrance of the Municipal Court building. The space will have security measures, lighting, and data transmission and communication lines along with the user kiosk.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**City Wide Mechanical, Electrical, Plumbing, HVAC, and Roof Repairs**

(Sam Burnett, Facilities Division Director, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov), 505-955-5933)

The Public Works Department is requesting to transfer \$300,000 in vacancy savings from the General Fund to CIP Facilities Fund to fund City Wide Mechanical, Electrical, Plumbing, HVAC, and Roof Repairs.

There is a need to make deferred repairs and replacements of the mechanical, electrical, plumbing, HVAC, and roofs throughout our City Facilities. These repairs and replacements are essential to keep buildings fully operational and provide safe and comfortable facilities for our employees and constituents. Repairs made will be in order of priority and as equipment and materials are available. Examples of pending work that these funds will be allocated to include but are not limited to:

1. Public City Facilities, (8) HVAC Ultraviolet Light Emitters for germ reduction
2. Fire Station 3A, Roof Repair or Replacement
3. Fort Marcy Recreation Center, Administrative Offices, (2) Rooftop HVAC Units
4. Genoveva Chavez Community Center, Leisure Pool, (1) Hot Water Boiler
5. Mary Ester Gonzales Senior Center, Roof Repair or Replacement
6. Salvador Perez Recreation Center, Locker Room, (1) Hot Water Tank
7. Santa Fe Police Department, (2) Rooftop HVAC Units
8. Siler Road, Streets Fleet Building, (10) Bay Heaters
9. South Side Library, (2) Heating Boilers

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$100,000 for La Farge Security and Facility Repairs**

Therese Martinez, Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937

The Public Works Department is requesting to transfer \$100,000 in vacancy savings from the ½ percent GRT Fund to CIP Facilities Fund to fund security at La Farge.

The La Farge Branch Library is approximately 46 years old and is located in the Santa Fe High neighborhood area. La Farge is a highly utilized branch of the City's library system with 214,000 visitors per year (pre-Covid). There have been numerous break-ins and vandalism events of the facility. With these funds, vandalized features including windows and doors will be repaired and new safety features such as window bars and camera systems will be installed to prevent further vandalism.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued

strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Public Works Dept/Facilities Maintenance	DATE 2/25/2022
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Facilities/General Salaries	1000434	500110			(16,204)
Facilities/General Salaries	1000435	500110			(172,883)
Facilities/FICA	1000435	503100			(13,226)
Facilities/PERA	1000435	503150			(35,938)
Facilities/Health Insurance	1000435	503200			(55,711)
Facilities/Retiree Health Care	1000435	503250			(3,457)
Facilities/Dental Insurance	1000435	503400			(2,581)
Facilities/General Salaries	3650432	500110			(60,912)
Facilities/FICA	3650432	503100			(6,072)
Facilities/PERA	3650432	503150			(18,236)
Facilities/Health Insurance	3650432	503200			(12,489)
Facilities/Retiree Health Care	3650432	503250			(1,754)
Facilities/Dental Insurance	3650432	503400			(537)
Facilities (General Fund)/Capital Transfer to Facilities CIP Fund	1000434	760320		16,204	
Facilities (General Fund)/Capital Transfer to Facilities CIP Fund	1000435	760320		283,796	
Facilities 1/2% GRT Income Fund)/Capital Transfer to Facilities CIP Fund	3650432	760320		100,000	
Facilities CIP Fund/WIP Construction - Citywide MEP (HVAC, Roof Repairs, COVID-Safe Facility Improvements)	3209980	572970		600,000	
Facilities CIP Fund/WIP Construction - LaFarge Library Security and Facility Repairs	3209980	572970		100,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Facilities CIP/Capital Transfer from General Fund	3209980	660100		(300,000)	
Facilities CIP/Capital Transfer from 1/2% GRT Income Fund	3209980	660365		(100,000)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 700,000	\$ (400,000)

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Facilities vacancy savings to fund various Facilities CIP projects. See attached memo.

[BAR pg. 1 of 2]

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

Lawrence Lovato Prepared By <i>(print name)</i>	2/25/2022 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	 Andy Hopkins Budget Officer
N/A Division Director Signature <i>(optional)</i>		<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	N/A Finance Director <i>{≤ \$5,000}</i>
 Regina Wheeler Department Director Signature		Agenda Item #	N/A City Manager <i>{≤ \$60,000}</i>

Log # {Finance use <u>only</u> }:	[see BAR pg. 1 for Log/Journal]
Journal # {Finance use <u>only</u> }:	[see BAR pg. 1 for Log/Journal]

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

<b>DEPARTMENT / DIVISION NAME</b> Public Works Dept/Facilities Maintenance	<b>DATE</b> 2/25/2022
---	--------------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Facilities CIP Fund/WIP Construction - City Hall/Convention Center Bricks	3209980	572970		50,000	
Facilities CIP Fund/WIP Construction - GCCC HVAC Units	3209980	572970		150,000	
Facilities CIP Fund/WIP Construction - Ft. Marcy Deck/Drains Replacement	3209980	572970		150,000	
Facilities CIP Fund/Repair & Maint Buildings & Structures - Municipal Court Kiosk	3209980	520100		40,000	
Facilities CIP Fund/Repair & Maint Buildings & Structures - Bicentennial Pool Security Upgrades	3209980	520100		50,000	
Facilities CIP Fund/WIP Design - Central Library at Fogelson Programming & Conceptual Design	3209980	572960		300,000	
Gross Receipts Tax Fund/Capital Transfer to Facilities CIP Fund	2160001	760320		600,000	
1/2% GRT Income Fund/Capital Transfer to Facilities CIP Fund	3650142	760320		440,000	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Gross Receipts Tax Fund/Infrastructure Gross Receipts Tax	2160001	401200		(600,000)	
1/2% GRT Income Fund/Municipal CIP GRT	3650001	401400		(440,000)	
Facilities CIP Fund/Capital Transfer from Gross Receipts Tax Fund	3209980	660216		(600,000)	
Facilities CIP Fund/Capital Transfer from 1/2% GRT Income Fund	3209980	660365		(440,000)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ (300,000)	\$ -

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Facilities vacancy savings to fund various Facilities CIP projects. See attached memo.

[BAR pg. 2 of 2]

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

Lawrence Lovato	2/25/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>{see BAR pg. 1 for signatures}</i>
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A	Date	City Council Approval Date	N/A
Division Director Signature <i>{optional}</i>	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i>
<i>{see BAR pg. 1 for signatures}</i>	Date		N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>






# GRT round 2 BAR-FMD(15)

Final Audit Report

2022-02-25

Created:	2022-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIzIUbl8xQnFfa6rRZdeY59KG15NXT6Q-

## "GRT round 2 BAR-FMD(15)" History

-  Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)  
2022-02-25 - 11:43:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature  
2022-02-25 - 11:43:55 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)  
2022-02-25 - 11:46:56 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2022-02-25 - 11:47:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-25 - 11:47:20 PM GMT



---

**MEMORANDUM**

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
**FROM:** Regina Wheeler, Public Works Department Director *RW*  
**RE:** FY22 Budget Adjustment RW (Feb 25, 2022 18:41 EST)  
**DATE:** February 28, 2022

---

**ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Facilities Division of the Public Works Department in the Amount of \$1,440,000 to fund repairs at various City facilities. (Regina Wheeler, Public Works Department Director; [rawheeler@santafenm.gov](mailto:rawheeler@santafenm.gov), 505-955-6622)

**BACKGROUND:**

The Public Works Department is requesting \$1,440,000 to fund the following priorities:

**\$150,000 in additional gross receipts tax revenue for Genoveva Chavez Community Center HVAC Replacement**

James Garduno, Project Administrator, [jdgarduno@santafenm.gov](mailto:jdgarduno@santafenm.gov), 505-795-2439

Following the completion of the 2018 GRT Bond investments in the Genoveva Chavez Community Center, there are four remaining roof top HVAC units that were installed when building was constructed construction. All four units are past their life expectancy and require unreasonable amounts of maintenance to keep functioning. Two units serve the administrative offices and two serve the fitness area.. Their replacement will improve conditions for both staff and patrons.

**Funding Source:**

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$150,000 in additional gross receipts tax revenue for Ft. Marcy Deck and Drains**

Caryn Grosse, Senior Project Administrator, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov), 505-955-5938

The drains around the pool at Ft Marcy have deteriorated and are no longer allowing efficient flow of water. The deck has been patched due to various repairs to the pool and drain system. This project will replace the drains and deck. In order to reduce disruption to patrons, this project will be scheduled to occur while the Fort Marcy Natatorium is closed for replacement of the roof and skylights later this year.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$300,000 in additional gross receipts tax revenue to provide COVID safe work environments in City facilities**

The proposal will provide for installation of Ultra-Violet C (UVC) Emitters in HVAC Systems Fifty mobile air purifiers that utilize UVC light emitters, along with MERV and HEPA filters were procured in early 2021 for distribution to various city facilities. UVC denatures the proteins in viruses, as well as killing bacteria and eliminating mold and other spores, resulting in cleaner air.

Proposals were obtained to install UVC in the ductwork for a number of City buildings. These facilities were selected because the mechanical systems would be relatively easy to retrofit with the UVC emitters, and because these facilities also serve customers as well as employees.

1. Main Library
2. Southside Library
3. MEG Senior Center
4. GCCC
5. Ft Marcy
6. Salvador Perez
7. Santa Fe Police Department-Admin Building
8. Siringo Buildings F, H, I

As the HVAC system at City Hall utilizes boilers, the retrofit process would be slightly different, but it can also be retrofitted with UVC emitters near the fan coils.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$300,000 in additional gross receipts tax revenue for Assessment, Programming and Conceptual design for Central Library at Fogelson**

Therese Martinez, Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937 and Maria Tucker, Community Services Director, [metucker@santafenm.gov](mailto:metucker@santafenm.gov), 505-955-6788

In 2019 the Santa Fe Public Library completed an assessment of library services in the City of Santa Fe. The consultants determined that a new Central Library is needed in order to provide modern and technologically appropriate library services and facilities to the growing community of Santa Fe. With over 700,000 visitors annually, the Santa Fe Public Library system needs a new modern library facility that can serve as a Central Branch and provide an anchor educational, cultural and community-based facility at the Midtown campus for the Santa Fe Community.

This funding will be used to engage a qualified firm to a conduct an architectural and engineering assessment of the Fogelson Library Complex, gather stakeholder input and provide guidance on trends in public library space utilization and design. The deliverables will be a program plan, conceptual and schematic design, and preliminary cost estimate for the proposed future Central Library at Fogelson based upon community, governing body and staff input.

Funding Source:

The funding source is:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$50,000 in additional gross receipts tax revenue for Downtown Brick Walkways**

John Dillon, Senior Project Administrator, [jcdillon@santafenm.gov](mailto:jcdillon@santafenm.gov), 505-795-5936

City Hall, the Community Convention Center, and the Main Library all have brick sidewalks and walkways. These walkways are a high value aesthetic feature that add to the historic character and charm of our downtown. Brick walks, by nature, require a higher level of maintenance than do concrete walkways. Freeze/thaw cycles and the invasion of tree roots cause heaving and settling and ultimately an uneven walking surface which poses trip hazards. The Facilities Division completed some brick walk rehabilitation in 2020 and 2021 around City Hall and the Main Library to great effect. This funding will allow us to address additional remaining trip hazards as well as begin working on the preventative maintenance of these walkways.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$50,000 in additional gross receipts tax revenue for BC Pool Security**

John Dillon, Senior Project Administrator, [jcdillon@santafenm.gov](mailto:jcdillon@santafenm.gov), 505-795-5936

BC Pool is the City's only outdoor pool facility. For approximately 8 months of the year the pool building is vacant making it attractive to vandals. The building has been broken into and vandalized four times over the past year. The plan is to add exterior lighting, security bars over the windows, and security cameras if budget allows.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**\$40,000 in additional gross receipts tax revenue for the Municipal Court Kiosk**

Therese Martinez, Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937

The City of Santa Fe Municipal Court's mission is to "administer justice to the people of Santa Fe in a fair, equitable, efficient, professional and consistent manner." In an effort to enhance this mission by increasing their efficiency, the Municipal Court is proposing adding a kiosk to their methods of providing services to the public.

The kiosk will facilitate a number of types of constituent transactions including accepting court ordered payments, facilitating phone calls to staff, scanning documents to add to existing files, looking up case information. The kiosk will have a built-in translator for non-English speakers creating accessibility and convenience for after hours completion of business with the court.

With these funds, a new enclosed, fully accessible space will be constructed attached to the entrance of the Municipal Court building. The space will have security measures, lighting, and data transmission and communication lines along with the user kiosk.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**City Wide Mechanical, Electrical, Plumbing, HVAC, and Roof Repairs**

(Sam Burnett, Facilities Division Director, [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov), 505-955-5933)

The Public Works Department is requesting to transfer \$300,000 in vacancy savings from the General Fund to CIP Facilities Fund to fund City Wide Mechanical, Electrical, Plumbing, HVAC, and Roof Repairs.

There is a need to make deferred repairs and replacements of the mechanical, electrical, plumbing, HVAC, and roofs throughout our City Facilities. These repairs and replacements are essential to keep buildings fully operational and provide safe and comfortable facilities for our employees and constituents. Repairs made will be in order of priority and as equipment and materials are available. Examples of pending work that these funds will be allocated to include but are not limited to:

1. Public City Facilities, (8) HVAC Ultraviolet Light Emitters for germ reduction
2. Fire Station 3A, Roof Repair or Replacement
3. Fort Marcy Recreation Center, Administrative Offices, (2) Rooftop HVAC Units
4. Genoveva Chavez Community Center, Leisure Pool, (1) Hot Water Boiler
5. Mary Ester Gonzales Senior Center, Roof Repair or Replacement
6. Salvador Perez Recreation Center, Locker Room, (1) Hot Water Tank
7. Santa Fe Police Department, (2) Rooftop HVAC Units
8. Siler Road, Streets Fleet Building, (10) Bay Heaters
9. South Side Library, (2) Heating Boilers

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

**\$100,000 for La Farge Security and Facility Repairs**

Therese Martinez, Project Administrator, [tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov), 505-955-5937

The Public Works Department is requesting to transfer \$100,000 in vacancy savings from the ½ percent GRT Fund to CIP Facilities Fund to fund security at La Farge.

The La Farge Branch Library is approximately 46 years old and is located in the Santa Fe High neighborhood area. La Farge is a highly utilized branch of the City's library system with 214,000 visitors per year (pre-Covid). There have been numerous break-ins and vandalism events of the facility. With these funds, vandalized features including windows and doors will be repaired and new safety features such as window bars and camera systems will be installed to prevent further vandalism.

Funding Source:

The funding source is:

Fund Name/Number: CIP Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: Rep and Maint Build/Struct/520100

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued

strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Public Works Dept/Facilities Maintenance	DATE 2/25/2022
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Facilities/General Salaries	1000434	500110			(16,204)
Facilities/General Salaries	1000435	500110			(172,883)
Facilities/FICA	1000435	503100			(13,226)
Facilities/PERA	1000435	503150			(35,938)
Facilities/Health Insurance	1000435	503200			(55,711)
Facilities/Retiree Health Care	1000435	503250			(3,457)
Facilities/Dental Insurance	1000435	503400			(2,581)
Facilities/General Salaries	3650432	500110			(60,912)
Facilities/FICA	3650432	503100			(6,072)
Facilities/PERA	3650432	503150			(18,236)
Facilities/Health Insurance	3650432	503200			(12,489)
Facilities/Retiree Health Care	3650432	503250			(1,754)
Facilities/Dental Insurance	3650432	503400			(537)
Facilities (General Fund)/Capital Transfer to Facilities CIP Fund	1000434	760320		16,204	
Facilities (General Fund)/Capital Transfer to Facilities CIP Fund	1000435	760320		283,796	
Facilities 1/2% GRT Income Fund)/Capital Transfer to Facilities CIP Fund	3650432	760320		100,000	
Facilities CIP Fund/WIP Construction - Citywide MEP (HVAC, Roof Repairs, COVID-Safe Facility Improvements)	3209980	572970		600,000	
Facilities CIP Fund/WIP Construction - LaFarge Library Security and Facility Repairs	3209980	572970		100,000	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Facilities CIP/Capital Transfer from General Fund	3209980	660100		(300,000)	
Facilities CIP/Capital Transfer from 1/2% GRT Income Fund	3209980	660365		(100,000)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 700,000	\$ (400,000)

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Facilities vacancy savings to fund various Facilities CIP projects. See attached memo.

[BAR pg. 1 of 2]

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

Lawrence Lovato	2/25/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i>
Prepared By <i>(print name)</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A		City Council	N/A
Division Director Signature <i>(optional)</i>	Date	Approval Date	Finance Director <i>{≤ \$5,000}</i>
<i>Regina Wheeler</i>		Agenda Item #:	N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>

Log # {Finance use <u>only</u> }:	[see BAR pg. 1 for Log/Journal]
Journal # {Finance use <u>only</u> }:	[see BAR pg. 1 for Log/Journal]

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

<b>DEPARTMENT / DIVISION NAME</b> Public Works Dept/Facilities Maintenance	<b>DATE</b> 2/25/2022
---	--------------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Facilities CIP Fund/WIP Construction - City Hall/Convention Center Bricks	3209980	572970		50,000	
Facilities CIP Fund/WIP Construction - GCCC HVAC Units	3209980	572970		150,000	
Facilities CIP Fund/WIP Construction - Ft. Marcy Deck/Drains Replacement	3209980	572970		150,000	
Facilities CIP Fund/Repair & Maint Buildings & Structures - Municipal Court Kiosk	3209980	520100		40,000	
Facilities CIP Fund/Repair & Maint Buildings & Structures - Bicentennial Pool Security Upgrades	3209980	520100		50,000	
Facilities CIP Fund/WIP Design - Central Library at Fogelson Programming & Conceptual Design	3209980	572960		300,000	
Gross Receipts Tax Fund/Capital Transfer to Facilities CIP Fund	2160001	760320		600,000	
1/2% GRT Income Fund/Capital Transfer to Facilities CIP Fund	3650142	760320		440,000	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
Gross Receipts Tax Fund/Infrastructure Gross Receipts Tax	2160001	401200		(600,000)	
1/2% GRT Income Fund/Municipal CIP GRT	3650001	401400		(440,000)	
Facilities CIP Fund/Capital Transfer from Gross Receipts Tax Fund	3209980	660216		(600,000)	
Facilities CIP Fund/Capital Transfer from 1/2% GRT Income Fund	3209980	660365		(440,000)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ (300,000)	\$ -

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Facilities vacancy savings to fund various Facilities CIP projects. See attached memo.

[BAR pg. 2 of 2]

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

Lawrence Lovato	2/25/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>{see BAR pg. 1 for signatures}</i>
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A	Date	City Council Approval Date	N/A
Division Director Signature <i>{optional}</i>	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i>
<i>{see BAR pg. 1 for signatures}</i>	Date		N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>






# GRT round 2 BAR-FMD(15)

Final Audit Report

2022-02-25

Created:	2022-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIzIUbl8xQnFfa6rRZdeY59KG15NXT6Q-

## "GRT round 2 BAR-FMD(15)" History

-  Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)  
2022-02-25 - 11:43:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature  
2022-02-25 - 11:43:55 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)  
2022-02-25 - 11:46:56 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2022-02-25 - 11:47:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-25 - 11:47:20 PM GMT

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Engineering Division of the Public Works Department in the Amount of \$1,500,000 to Fund Paint Striping Truck Replacement and Road markings, signal heads and signage. (Jose Lerma, Signal and Sign Shop Manager, 505-955-2341, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov))

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13815

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

## VOTE SUMMARY



City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Regina Wheeler, Public Works Department Director  
**FROM:** Jose Lerma, Signal and Sign Shop Manager  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

*RW*  
RW (Feb 25, 2022 18:44 EST)

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Engineering Division of the Public Works Department in the Amount of \$1,500,000 to fund Paint Striping Truck Replacement and road markings, signal heads and signage. (Jose Lerma, Signal and Sign Shop Manager, 505-955-2341, [jlerma@santafenm.gov](mailto:jlerma@santafenm.gov))

### **BACKGROUND:**

The Public Works Department is requesting \$1,500,000 in additional gross receipts tax revenue to fund the following priorities:

#### **\$750,000 for a Paint Striping Truck Replacement**

The city's 21 year old paint striping truck is out of service and needs to be replaced. This truck is used to refresh road markings on streets across the City of Santa Fe.

#### **Funding Source:**

The funding source is:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Paint/Sign Operations/Maint/1000412

Munis Object Name/Number: Vehicles > 1.5/571000

#### **\$750,000 for Road markings, signal heads and signage**

Crosswalks markings are faded and need to be replaced. Bicycle lane markings and signage are faded and missing. Pedestrian and traffic signal heads are not functioning properly. Road signs across the city are faded and damaged. Purchase materials and install new markings, signs and signal heads.

Funding Source:

The funding source is:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Paint/Sign Operations/Maint/1000412

Munis Object Name/Number: Operating Supplies/530200

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Public Works / Engineering Division	DATE 2/25/2022
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Engineering/Vehicles > 1.5 Tons - Paint Truck	1000412	571000		750,000	
Engineering/Operating Supplies - Crosswalk Decals	1000412	530200		500,000	
Engineering/Operating Supplies - Bike Lane Signage	1000412	530200		250,000	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
General Fund / State-Shared Gross Receipts Tax	1000001	412100		(1,500,000)	

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

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates to purchase a Paint Truck,  
 Crosswalk Decals and Bike Lane Signage in the Engineering Division (Traffic Engineering Section). See attached memo.

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

Andy Hopkins Prepared By <i>{print name}</i>	2/25/2022 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Alexis Lotero</u> <small>Alexis Lotero (Feb 25, 2022 20:10 MST)</small> Budget Officer
N/A Division Director Signature <i>{optional}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	N/A Finance Director <i>{≤ \$5,000}</i>
<u>Regina Wheeler</u> <small>Regina Wheeler (Feb 25, 2022 20:39 EST)</small>	Date	City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>  Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	N/A City Manager <i>{≤ \$60,000}</i>
Department Director Signature	Date		Date

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Accounting Division of the Finance Department in the Amount of \$582,000 to Fund Audit Preparation Support for On Time FY22 Audit. (Ricky Bejarano, Accounting Officer; [rabejarano@santafenm.gov](mailto:rabejarano@santafenm.gov))

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works & Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13816

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

## VOTE SUMMARY



City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director *Mary McCoy*  
**FROM:** Ricky Bejarano, Accounting Officer *Ricky Bejarano*  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Accounting Division of the Finance Department in the Amount of \$582,000 to fund audit preparation support for on time FY22 Audit. (Ricky Bejarano, Accounting Officer; rabejarano@santafenm.gov)

### **BACKGROUND:**

To date, the City has made significant progress in finishing key deliverables for the FY21 audit preparation. The steps in the corrective action developed by the Finance Department include contracting with audit preparation contractors to assist all City departments to complete the deliverables to submit the Trial Balance and Schedule of Expenditures of Federal Awards (SEFA). The City required additional time for the audit preparation for the FY21 audit as a result of the unprecedented and extraordinary circumstances related to completion of the City's FY20 audit. The audit process was delayed in part by unprecedented circumstances such as a 20 percent vacancy rate across all City departments, a 40 percent vacancy rate in the Finance Department, turnover in the Accounting Officer position, and a late FY20 Audit.

In order to submit an on time FY22 audit the Department is requesting \$582,000 from additional gross receipts tax revenue to fund continued audit preparation support. The contracted support will deliver technical accounting and audit preparation expertise to ensure that the tens of thousands of financial transactions within across various Financial modules in the Tyler Munis Financial system have been accurately prepared, entered, and posted. To put this effort into context each Tyler Munis Financial module contains tens of thousands transactions that are entered into approximately 5,000 accounts across 70 funds that roll up into 300 categories in the City's Trial Balance. A crucial part of the audit preparation is the pre-audit testing of those accounts and the performance of account reconciliations from source documents and third party systems through the data that has been entered and recorded in the MUNIS Financial system. The experts will also assist City staff to ensure the City's internal controls are being followed and that there is integrity of the financial data.

## **FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

### **FUNDING SOURCE:**

The funding source is:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Accounting/1000142

Munis Object Name/Number: Audit Services/510330

### **ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.



## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division in the Public Works Department in the Amount of \$1,000,000 to Fund Pavement Rehabilitation and Maintenance and \$500,000 to Fund Traffic Signal Control Cabinet Replacement. (Mark Brooks, Streets Project Administrator, [mebrooks@santafenm.gov](mailto:mebrooks@santafenm.gov), 955- 6622 and Jose Lerma, Signal and Sign Shop Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov), 505-955-2341)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works/Public Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13835

Motion Type - Approve

Motion Mover -

Motion Seconder -

Motion Status -

Vote For Count - 0

Vote Against Count - 0

Vote Abstain Count - 5

## VOTE SUMMARY



City of Santa Fe

Vote Absent Count - 0

Vote For Names -

Vote Against Names -

Vote Abstain Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division in the Public Works Department in the Amount of \$1,000,000 to Fund Pavement Rehabilitation and Maintenance and \$500,000 to Fund Traffic Signal Control Cabinet Replacement. (Mark Brooks, Streets Project Administrator, [mebrooks@santafenm.gov](mailto:mebrooks@santafenm.gov), 955- 6622 and Jose Lerma, Signal and Sign Shop Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov), 505-955-2341)

### **Committee Review:**

Finance Committee: 2/28/2022

Quality of Life Committee: 3/2/2022

Public Works/Public Utilities Committee: 3/7/2022

Governing Body: 3/9/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13835

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

## VOTE SUMMARY



City of Santa Fe

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name -Carolynn Roibal

User Email - clroibal@santafenm.gov



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Regina Wheeler, Public Works Department Director *RW*  
RW (Feb 25, 2022 18:43 EST)  
**FROM:** Mark Brooks, Streets Project Administrator  
Jose Lerma, Signal and Sign Shop Manager  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division in the Public Works Department in the Amount of \$1,000,000 to fund pavement rehabilitation and maintenance and \$500,000 to fund traffic signal control cabinet replacement. (Mark Brooks, Streets Project Administrator, [mebrooks@santafenm.gov](mailto:mebrooks@santafenm.gov), 955- 6622 and Jose Lerma, Signal and Sign Shop Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov), 505-955-2341)

### **BACKGROUND:**

The Public Works Department is requesting \$ in additional gross receipts tax revenue to fund the following priorities:

#### **\$1 million for Pavement Rehabilitation and Maintenance**

The City must continuously invest in pavement rehabilitation and maintenance to ensure safe roadways free from potholes. The total cost of pavement rehabilitation and maintenance is \$1,000,000. The department is requesting \$550,000 in additional gross receipts tax revenue and is requesting to transfer \$450,000 in vacancy savings from the General Fund in the Streets Division to the CIP Streets & Roadways Fund in the Streets Division.

The report on Summer 2021 paving work funded with \$2.9M appropriated by Governing Body in August 2021 is shown below.

<b>Street Name</b>	<b>Extent of Rehabilitation</b>	<b>Notes</b>
Gonzales	From Villacita to Hyde Park Road	Work to begin end of April
Camino Alire	From Alameda to Agua Fria	95% complete needs markings and signal loops

Jaguar	From South Meadows to Paseo Del Sol	75% complete needs markings and ADA ramps
Jaguar	From Paseo Del Sol to Sambra	75% complete needs markings and ADA ramps
Acequia Borrada	East and West Sides	100% complete
Valentine Way	From Camino Rojo to open space	75% complete needs ADA ramps
Jaguar and Village loop	All	100% complete
Rio Vista Place	All	100% complete
Sawmill	From St. Francis to Herradura	95 % complete needs tape
Ridgeview Circle	All	100% complete
Don Diego	From Cerrillos to Cordova	75% complete needs ramps & tape
Camino De Los Marquez	From Don Diego to Cordova	75% complete needs ramps & tape
Camino Carlos Rey #1	From Zia to Camino Principe	100% complete
Camino Carlos Rey #2	From Camino Principe to Siringo	75% complete needs ADA ramps
Camino Carlos Rey	From Siringo to Cerrillos	75% complete needs ADA ramps
Luisa	From Cordova to Alta Vista	Work to begin end of April
Calle Torreador	All	Work to begin end of April
Paseo De Las Vistas	From Buckman to Transfer	Work begins end April 2022 Partially funded w/ legislative grant.

During the 2022 paving season, the projects above will be completed and an additional \$1,000,000 will fund additional critical pavement rehabilitation and maintenance will be performed. Cerrillos Road from Camino Carlos Rey to Cielo Court is in the most need and has the highest traffic volume. The estimated cost is \$850,000. The remaining \$150,000, and any savings from Cerrillos, will be applied throughout the 4 Districts, performing rehabilitation to large pothole areas and crack sealing. This work will create safe streets, provide additional ADA sidewalk ramps, and reduce potholes.

Additional road rehabilitation projects will be included in the 2022 bond package planned for later this calendar year.

Funding Source:

The funding source is:

Fund Name/Number: CIP Streets & Roadways/330

Munis Org Name/Number: Streets and Roadways CIP/3309980

Munis Object Name/Number: WIP Construction/572970

**\$500,000 for Traffic Signal Control Cabinet Replacement**

Traffic signal equipment is antiquated, not functioning and cannot be repaired. If cabinets fail or are damaged by impact or lightning, the signal may be unrepairable and the traffic signals would be in flash for days until the replacement was accomplished. These funds will allow the City to contract for installation of new signal control cabinets across the City. The new cabinets will have modern features facilitating more efficient maintenance and control of signals

**Funding Source:**

The funding source is:

Fund Name/Number: CIP Streets & Roadways/330

Munis Org Name/Number: Streets and Roadways CIP/3309980

Munis Object Name/Number: Service Contracts/510310

**FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

**ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Public Works Dept/Streets Division					DATE 2/25/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Streets/General Salaries	1000086	500110				(124,169)
Streets/FICA	1000086	503100				(8,821)
Streets/PERA	1000086	503150				(23,970)
Streets/Health Insurance	1000086	503200				(42,021)
Streets/Retiree Health Care	1000086	503250				(2,318)
Streets/Dental Insurance	1000086	503400				(1,560)
Streets/General Salaries	3650432	500110				(176,830)
Streets/FICA	3650432	503100				(13,519)
Streets/PERA	3650432	503150				(36,735)
Streets/Health Insurance	3650432	503200				(15,878)
Streets/Retiree Health Care	3650432	503250				(3,534)
Streets/Dental Insurance	3650432	503400				(645)
Streets (General Fund)/Capital Transfer to Streets CIP Fund	1000086	760330		202,859		
Gross Receipts Tax Fund/Capital Transfer to Streets CIP Fund	2160001	760330		1,050,000		
Streets (1/2% GRT Income Fund)/Capital Transfer to Streets CIP Fund	3650432	760330		247,141		
Streets CIP/WIP Construction - Pavement Rehab	3309980	572970		1,000,000		
Streets CIP/Service Contracts - Signal Cabinet Replacement	3309980	510310		500,000		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Gross Receipts Tax Fund/Infrastructure Gross Receipts Tax	2160001	401200		(1,050,000)		
Streets CIP Fund/Capital Transfer from General Fund	3309980	660100		(202,859)		
Streets CIP Fund/Capital Transfer from Gross Receipts Tax Fund	3309980	660216		(1,050,000)		
Streets CIP Fund/Capital Transfer from 1/2% GRT Fund	3309980	660365		(247,141)		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 450,000	\$ (450,000)	

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Streets vacancy savings to fund citywide pavement rehabilitation

and replacment of traffic signal cabinets. See attached memo.

Lawrence Lovato Prepared By <i>{print name}</i>  N/A Division Director Signature <i>{optional}</i> <i>Regina Wheeler</i> <small>Regina Wheeler (Feb 25, 2022 18:48 EST)</small> Department Director Signature	2/25/2022 Date   Date  Date	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> </div> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>CITY COUNCIL APPROVAL</b> </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">         City Council Approval Date       </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;">         Agenda Item #       </div>	Budget Officer  N/A Finance Director <i>{≤ \$5,000}</i>  N/A City Manager <i>{≤ \$60,000}</i>	Date  Date  Date
--	---	--	---	------------------------------






# GRT round 2 BAR-SDM(17)

Final Audit Report

2022-02-25

Created:	2022-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuxA7qTqQleJ2AUX-G-OzbqTFXmleP0c-

## "GRT round 2 BAR-SDM(17)" History

-  Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)  
2022-02-25 - 11:46:42 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature  
2022-02-25 - 11:47:10 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)  
2022-02-25 - 11:48:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2022-02-25 - 11:48:31 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-25 - 11:48:31 PM GMT

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

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

DEPARTMENT / DIVISION NAME Public Works Dept/Streets Division					DATE 2/25/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Streets/General Salaries	1000086	500110				(124,169)
Streets/FICA	1000086	503100				(8,821)
Streets/PERA	1000086	503150				(23,970)
Streets/Health Insurance	1000086	503200				(42,021)
Streets/Retiree Health Care	1000086	503250				(2,318)
Streets/Dental Insurance	1000086	503400				(1,560)
Streets/General Salaries	3650432	500110				(176,830)
Streets/FICA	3650432	503100				(13,519)
Streets/PERA	3650432	503150				(36,735)
Streets/Health Insurance	3650432	503200				(15,878)
Streets/Retiree Health Care	3650432	503250				(3,534)
Streets/Dental Insurance	3650432	503400				(645)
Streets (General Fund)/Capital Transfer to Streets CIP Fund	1000086	760330		202,859		
Gross Receipts Tax Fund/Capital Transfer to Streets CIP Fund	2160001	760330		1,050,000		
Streets (1/2% GRT Income Fund)/Capital Transfer to Streets CIP Fund	3650432	760330		247,141		
Streets CIP/WIP Construction - Pavement Rehab	3309980	572970		1,000,000		
Streets CIP/Service Contracts - Signal Cabinet Replacement	3309980	510310		500,000		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Gross Receipts Tax Fund/Infrastructure Gross Receipts Tax	2160001	401200		(1,050,000)		
Streets CIP Fund/Capital Transfer from General Fund	3309980	660100		(202,859)		
Streets CIP Fund/Capital Transfer from Gross Receipts Tax Fund	3309980	660216		(1,050,000)		
Streets CIP Fund/Capital Transfer from 1/2% GRT Fund	3309980	660365		(247,141)		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$ 450,000	\$ (450,000)	

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates and Streets vacancy savings to fund citywide pavement rehabilitation

and replacment of traffic signal cabinets. See attached memo.

Lawrence Lovato	2/25/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<u>Alexis Lotero</u> <small>Alexis Lotero (Feb 28, 2022 11:06 MST)</small>
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
N/A			N/A
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
<u>Regina Wheeler</u> <small>Regina Wheeler (Feb 25, 2022 18:48 EST)</small>			N/A
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>






# GRT round 2 BAR-SDM(17)

Final Audit Report

2022-02-25

Created:	2022-02-25
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuxA7qTqQleJ2AUX-G-OzbqTFXmleP0c-

## "GRT round 2 BAR-SDM(17)" History

-  Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)  
2022-02-25 - 11:46:42 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature  
2022-02-25 - 11:47:10 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)  
2022-02-25 - 11:48:05 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2022-02-25 - 11:48:31 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-25 - 11:48:31 PM GMT

## VOTE SUMMARY



Meeting Name - Finance Committee

Meeting Start Date - 03/01/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of \$1,000,000 to Fund Eviction Prevention. (Julie Sanchez, Youth and Family Services Division Director, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov), 505-955-6678; Kyra Ochoa, Community Health and Safety Department Director; [krochoa@santafenm.gov](mailto:krochoa@santafenm.gov), 505-955-6603)

### **Committee Review:**

Governing Body: 02/23/2022

Finance Committee: 02/28/2022

Quality of Life Committee: 03/02/2022

Governing Body: 03/09/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-13840

Motion Type - Approve

Motion Mover - Jamie Cassutt

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

## VOTE SUMMARY



City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - [croibal@santafenm.gov](mailto:croibal@santafenm.gov)



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Kyra Ochoa, Community Health and Safety Department Director *Kyra Ochoa*  
Kyra Ochoa (Feb 25, 2022 17:00 MST)  
**FROM:** Julie Sanchez, Youth and Family Services Division Director  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of \$1,000,000 to fund eviction prevention. (Julie Sanchez, Youth and Family Services Division Director, [jsanchez@santafenm.gov](mailto:jsanchez@santafenm.gov), 505-955-6678; Kyra Ochoa, Community Health and Safety Department Director; [krochoa@santafenm.gov](mailto:krochoa@santafenm.gov), 505-955-6603)

### **BACKGROUND:**

The Department is requesting \$1,000,000 in additional gross receipts tax revenue to fund eviction prevention efforts.

On March 24 and 26, 2020, the NM Supreme Court issued eviction moratoria for non-payment of rent. The City's Emergency Order also paused "any action" toward eviction for non-payment, and is timed to expire simultaneously with the State Order. In January of 2022, the NM Supreme Court indicated that the moratorium would be lifted. On March 1, 2022, the State Moratorium, and thus the City Order, is scheduled to end, and tenants who have been unable to pay rent as a result of the pandemic face eviction. The state has created an Emergency Rental Assistance Program but state rental assistance funds have proven difficult for tenants to access. The Emergency Rental Assistance Program in New Mexico has approximately \$75 million left, and \$152 million more is on the way from the federal government. However, not all tenants have required documentation, the program requires landlord participation, and not all landlords are willing to participate. The State is exploring many ways to make the funds more accessible, but they remain less accessible than tenants need them to be. Chainbreaker Collective estimates that on March 1, as many as 5,700 Santa Fe renter households could be evicted when the city, state, and federal moratoria expire.

The Department is requesting \$1,000,000 for the Youth and Families Division to distribute direct assistance to help prevent a potential flood of evictions in Santa Fe.

## **FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

### **FUNDING SOURCE:**

The funding source is:

Fund Name/Number:

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Service Contracts/510310

### **ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Community Health & Safety / Community Services / Youth & Family	DATE 2/25/2022
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Human Services/Service Contracts - Eviction Prevention	2400122	510310		1,000,000	
YFD Admin (General Fund)/Transfer to Human Services Fund	1000121	750240		850,705	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
General Fund / State-Shared Gross Receipts Tax	1000001	412100		(850,705)	
Human Services Fund / State-Shared Gross Receipts Tax	2400122	412100		(149,295)	
Human Services Fund / Transfer from General Fund	2400122	650100		(850,705)	

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

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates for contracted eviction prevention services. See attached memo.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Fund(s) Affected</th> <th style="width: 30%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td style="text-align: right;"><b>TOTAL:</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)									<b>TOTAL:</b>	<b>0</b>
Fund(s) Affected	Fund Balance Increase/(Decrease)												
<b>TOTAL:</b>	<b>0</b>												

Andy Hopkins Prepared By <i>{print name}</i>	2/25/2022 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Budget Officer
N/A Division Director Signature <i>{optional}</i>	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	N/A Finance Director <i>{≤ \$5,000}</i>
 Kyra Ochoa (Feb 25, 2022 17:11 MST) Department Director Signature	Date	Agenda Item #:	N/A City Manager <i>{≤ \$60,000}</i>



---

## MEMORANDUM

---

**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Kyra Ochoa, Community Health and Safety Department Director *Kyra Ochoa*  
Kyra Ochoa (Feb 25, 2022 17:00 MST)  
**FROM:** Julie Sanchez, Youth and Family Services Division Director  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

---

### **ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of \$1,000,000 to fund eviction prevention. (Julie Sanchez, Youth and Family Services Division Director, [jsanchez@santafenm.gov](mailto:jsanchez@santafenm.gov), 505-955-6678; Kyra Ochoa, Community Health and Safety Department Director; [krochoa@santafenm.gov](mailto:krochoa@santafenm.gov), 505-955-6603)

### **BACKGROUND:**

The Department is requesting \$1,000,000 in additional gross receipts tax revenue to fund eviction prevention efforts.

On March 24 and 26, 2020, the NM Supreme Court issued eviction moratoria for non-payment of rent. The City's Emergency Order also paused "any action" toward eviction for non-payment, and is timed to expire simultaneously with the State Order. In January of 2022, the NM Supreme Court indicated that the moratorium would be lifted. On March 1, 2022, the State Moratorium, and thus the City Order, is scheduled to end, and tenants who have been unable to pay rent as a result of the pandemic face eviction. The state has created an Emergency Rental Assistance Program but state rental assistance funds have proven difficult for tenants to access. The Emergency Rental Assistance Program in New Mexico has approximately \$75 million left, and \$152 million more is on the way from the federal government. However, not all tenants have required documentation, the program requires landlord participation, and not all landlords are willing to participate. The State is exploring many ways to make the funds more accessible, but they remain less accessible than tenants need them to be. Chainbreaker Collective estimates that on March 1, as many as 5,700 Santa Fe renter households could be evicted when the city, state, and federal moratoria expire.

The Department is requesting \$1,000,000 for the Youth and Families Division to distribute direct assistance to help prevent a potential flood of evictions in Santa Fe.

## **FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

### **FUNDING SOURCE:**

The funding source is:

Fund Name/Number:

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Service Contracts/510310

### **ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.

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

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

DEPARTMENT / DIVISION NAME Community Health & Safety / Community Services / Youth & Family	DATE 2/25/2022
---	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
Human Services/Service Contracts - Eviction Prevention	2400122	510310		1,000,000	
YFD Admin (General Fund)/Transfer to Human Services Fund	1000121	750240		850,705	
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
General Fund / State-Shared Gross Receipts Tax	1000001	412100		(850,705)	
Human Services Fund / State-Shared Gross Receipts Tax	2400122	412100		(149,295)	
Human Services Fund / Transfer from General Fund	2400122	650100		(850,705)	

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

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates for contracted eviction prevention services. See attached memo.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Fund(s) Affected</th> <th style="width: 30%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td style="text-align: right;"><b>TOTAL:</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)									<b>TOTAL:</b>	<b>0</b>
Fund(s) Affected	Fund Balance Increase/(Decrease)												
<b>TOTAL:</b>	<b>0</b>												

Andy Hopkins Prepared By <i>{print name}</i>	2/25/2022 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Budget Officer
N/A Division Director Signature <i>{optional}</i>	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Date	N/A Finance Director <i>{≤ \$5,000}</i>
 Kyra Ochoa (Feb 25, 2022 17:11 MST) Department Director Signature	Date	Agenda Item #:	N/A City Manager <i>{≤ \$60,000}</i>

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

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

<b>DEPARTMENT / DIVISION NAME</b> Community Health & Safety / Community Services / Youth & Family	<b>DATE</b> 2/25/2022
--	--------------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				{enter as positive #}	{enter as negative #}
Human Services/Service Contracts - Eviction Prevention	2400122	510310		1,000,000	
YFD Admin (General Fund)/Transfer to Human Services Fund	1000121	750240		850,705	
<b>REVENUES</b>				{enter as negative #}	{enter as positive #}
General Fund / State-Shared Gross Receipts Tax	1000001	412100		(850,705)	
Human Services Fund / State-Shared Gross Receipts Tax	2400122	412100		(149,295)	
Human Services Fund / Transfer from General Fund	2400122	650100		(850,705)	

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

Allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates for contracted eviction prevention services. See attached memo.	{Complete section below if BAR results in a net change to ANY Fund}												
	<table border="1" style="width: 100%;"> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td><b>TOTAL:</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)									<b>TOTAL:</b>	<b>0</b>
Fund(s) Affected	Fund Balance Increase/(Decrease)												
<b>TOTAL:</b>	<b>0</b>												

Andy Hopkins Prepared By {print name}	2/25/2022 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Alexis Lotero Alexis Lotero (Feb 25, 2022 17:13 MST)
N/A Division Director Signature {optional}	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
Kyra Ochoa Kyra Ochoa (Feb 25, 2022 17:11 MST)	Date	City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	Finance Director {≤ \$5,000}
Department Director Signature	Date	Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	City Manager {≤ \$60,000}









# GRT round 2 BAR-COM(19)

Final Audit Report

2022-02-26

Created:	2022-02-26
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWA9ST5CfQqxK5qqCyTYFVzBMWVEM2Vhb

## "GRT round 2 BAR-COM(19)" History

-  Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)  
2022-02-26 - 0:10:20 AM GMT- IP address: 63.232.20.2
-  Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature  
2022-02-26 - 0:11:10 AM GMT
-  Email viewed by Kyra Ochoa (krochoa@santafenm.gov)  
2022-02-26 - 0:11:25 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)  
Signature Date: 2022-02-26 - 0:11:42 AM GMT - Time Source: server- IP address: 73.26.161.75
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature  
2022-02-26 - 0:11:43 AM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)  
2022-02-26 - 0:12:13 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)  
Signature Date: 2022-02-26 - 0:13:07 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-02-26 - 0:13:07 AM GMT




# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 1, 2022

**TO:** Mayor Webber and City Council  
Finance, Quality of Life, and Public Works Committee

**VIA:** Mary McCoy, Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Kyra Ochoa, Community Health and Safety Department Director 

**FROM:** Julie Sanchez, Youth and Family Services Division Director *jjs*

---

### ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Request (BAR) in the Community Services Department in the Amount of \$1,000,000 to fund eviction prevention. (Julie Sanchez, Youth and Family Services Division Director, [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov); Kyra Ochoa, Community Health and Safety Department Director, [krochoa@santafenm.gov](mailto:krochoa@santafenm.gov), 505-955-6603)

### BACKGROUND AND SUMMARY:

The Department is requesting \$1,000,000 in additional gross receipts tax revenue to fund eviction prevention efforts.

On March 24 and 26, 2020, the NM Supreme Court issued eviction moratoria for non-payment of rent. The City's Emergency Order also paused "any action" toward eviction for non-payment, and is timed to expire simultaneously with the State Order. In January of 2022, the NM Supreme Court indicated that the moratorium would be lifted.

New information has emerged that the NM Supreme Court order may not lift the moratoria on March 1, 2022, the situation still remains dire for many who still do not have the ability to pay their rent. Chainbreaker Collective, a local housing advocacy organization, conducted a study and produced a report that estimates that on March 1, as many as 5,700 Santa Fe renter households could be evicted when the city, state, and federal moratoria eventually does expire.

According to the Chainbreaker report (<https://humanimpact.org/hipprojects/santa-fe-evictions/>), evictions will impact our most vulnerable residents, those already with housing instability and those experiencing financial insecurity. Santa Fe's residents struggled to access stable and affordable housing long before the pandemic. Almost half of all renters in Santa Fe are rent burdened, spending at least 30% of their income on rent. And almost all low-income renter households (96%) experienced a rent burden. Some of these Santa Fe households that have been the most adversely impacted during the pandemic are predominantly Hispanic/Latino, and live primarily in the Hopewell/Mann neighborhood, the Midtown Campus Area and the Airport Road corridor. The health impacts of Covid-19 will be felt long after the threat of the virus subsides for people facing evictions. Both the threat and experience of eviction negatively impact physical and mental health and cause additional negative social and behavioral outcomes.

The City of Santa Fe Youth and Family Services Division has experienced the hardship first hand, the 2020 CARES Act disbursement of direct cash assistance served nearly 12,500 households. Through the CONNECT network nearly 80% of clients served used funds on housing and 40% used funds on food, this is the same with the second wave of direct cash assistance in November with the top expenditures again being housing and food. According to an evaluation on the project which was completed by Cerise Consulting for the

Youth and Family Services Division, the psychological safety that the cash assistance provided to “get by” and “push through” the midpoint of the pandemic allowed for some ‘breathing room’. As one recipient put it, “[The assistance] saved my life, paid my rent, and my landlord is happy...Without it, I would have been out of luck.” Another recipient stated, “I immediately felt empowered and felt better.” Still another said, “The stress level for paying rent was so high. Being able to bring that stress level down made me feel like I could breath for a month and that the community really does care about me.”

The state has since followed suite and created an Emergency Rental Assistance Program (ERAP) but state rental assistance funds have proven difficult for tenants to access, hearing from our nonprofit partners some of their clients have remained on the waiting list for months and others have had their application denied numerous times due to the landlord’s unwillingness to be part of the program.

The Emergency Rental Assistance Program in New Mexico has approximately \$75 million left, and \$152 million more is on the way from the federal government. However, not all tenants have required documentation, the program requires landlord participation, and not all landlords are willing to participate. The State is exploring many ways to make the funds more accessible, but they remain less accessible than many tenants need them to be. The requested funding will provide a bridge to ensure that tenants can remain in their homes and cope better with the financial and psychological stress of waiting for ERAP.

In the Fall of 2020, the Department successfully disbursed, via an emergency contract with Uptgether (formerly FII), 3.5 million in direct assistance to over 12,000 Santa Fe residents in a period of six weeks. We seek to use that process as a model now to help prevent a potential flood of evictions in Santa Fe. A new contract will enable us to tailor requirements to the current need (including language about ERAP assistance, for example, and/or using CONNECT navigators to vet for eligibility for the funding (something we did not do previously given how quickly our CARES funding was required to be expended). The following criteria was using in the previous contract:

Eligibility for financial assistance is limited to individuals who meet the following criteria:

- Experienced financial hardship due to the Covid-19 resulting in an inability to cover basic living expenses such as food, transportation, housing or medical expenses;
- Live in the City of Santa Fe and are at risk of eviction or experiencing other housing hardship (verified through documentation uploaded by the applicant on FII’s UpTogether platform) and are experiencing on or more of the following criteria:
  - Are in any stage of the process of eviction
  - Have experienced an increase in rent at any period since April 1, 2020
  - Have no written lease
  - Have a lease with less than 6 months remaining (which should cover year-long leases that are at or near term, SRO rentals, month to month leases, weekly leases)
  - Have a hardship paying rent for any rent period since April 1, 2020
  - Received a written or verbal notice of intent to evict by landlord or property manager at any time since April 1, 2020

Application questions, verification of identity (including a photo), verification of housing hardship and address were mandatory for the funds. There was also a manual review of the items by the FII (UpTogether) support team to confirm eligibility. Below are those criteria.

**Housing Hardship:** Manual review of documents uploaded to ensure household is at risk of eviction or other housing hardship, and to ensure the household lives in the City of Santa Fe.

**ID Verification:** For any ID flagged by our third-party vendor Berbix, we will manually review to make sure the ID is valid and the ID picture matches the selfie.

FII (UpTogether) has the following controls in place to prevent fraud:



# City of Santa Fe, New Mexico

## Memorandum



- Users scan a government ID and selfie, and the two images get matched against each other.
- They enforce one payment per household based on:
  - Applicant street address: if an applicant's address matches an address from another user who has already been approved or paid, then the applicant will be denied. This ensures 1 per household.
  - Email and/or phone number (based on what the applicant used to authenticate): if an application has been approved or paid with an email address or phone number, it will reject other applications with that same email address or phone number
  - Fuzzy match of full name
- We monitor IP address to
  - Prevent multiple applications from the same IP address
  - Match approximate IP location to reported address to identity fraud

Again, these were the criteria used in the previous contract. We now have the ability to ask for and/or require proof of eviction risk, attestation and/or proof that ERAP funds have been applied for, and to have our navigator network in CONNECT pre-screen applicants for eligibility.

### **FY22 First Half Financial Performance Report**

The overall financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. 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 City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

### **FUNDING SOURCE:**

The funding source is:

**Fund Name/Number:** Fund 240

**Munis Org Name/Number:** Human Services/2400122

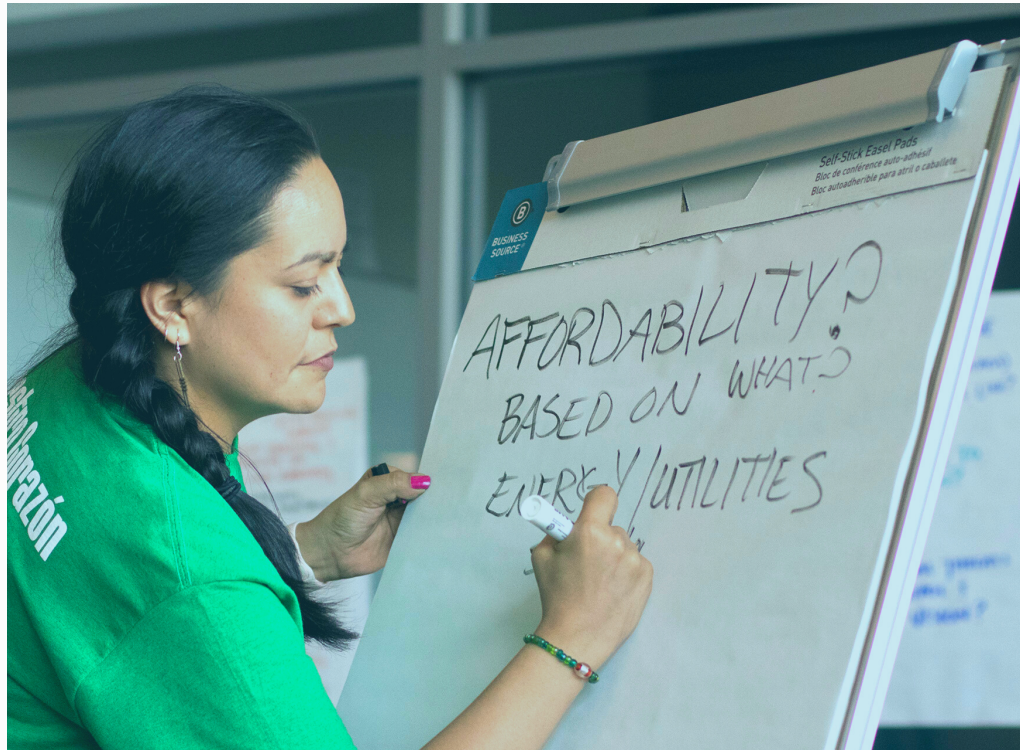
**Munis Object Name/Number:** Service Contracts/510310

### **ACTION REQUESTED:**

The Community Health and Safety Department respectfully requests your review and approval of the FY22 budget adjustment.

**Signature:**   
Kyra Ochoa (Mar 2, 2022 14:16 MST)

**Email:** krochoa@santafenm.gov



# EVICIONS IN THE COVID-19 ERA:

*A threat to family and community health in Santa Fe*

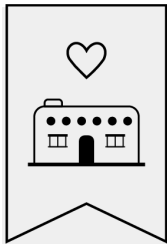
December 2020



[Humanimpact.org/SantaFeEviction](https://www.humanimpact.org/SantaFeEviction)

# Evictions in the COVID-19 Era:

## *A threat to family and community health in Santa Fe*



*This research brief is the first in a series of three examining the looming eviction crisis in Santa Fe. In this first brief, we describe Santa Fe's housing insecurity problem before COVID-19, and the experiences of residents during the pandemic. We also highlight gaps in eviction moratoria at the local, state, and federal levels.*

*The second brief elucidates to what extent evictions have impacted Santa Fe renter households in 2020. The final brief presents solutions for local officials to keep families housed by strengthening moratoria and tenant protections.*

## Executive Summary

Thousands of Santa Feans are experiencing a crisis within a crisis as the COVID-19 pandemic intensifies: They are at significant risk of being evicted as federal, state, and local eviction moratoria expire and leave families vulnerable to homelessness and myriad associated health impacts.

Santa Fe's residents struggled to access stable and affordable housing long before the pandemic. Almost half of all renters are rent burdened, spending at least 30% of their income on rent. And almost all low income renter households in Santa Fe (96%) experience rent burden. Numerous factors, including the rising cost of housing, stagnant income and wages, historically high vacancy rates, opportunistic rent increases, and a lack of regulations to protect renters create an affordable housing dilemma.

Santa Fe's tourism industry was hit hard by the recession and experienced the greatest employment loss. Workers in this sector are disproportionately paid low wages, and now—as many are left without work—are unable to afford rent for themselves and their loved ones. Low income households have endured an especially challenging year. According to the US Census Bureau's Household Pulse Survey, which measures experiences of households during the COVID-19 pandemic, low income households in New Mexico are more likely to:

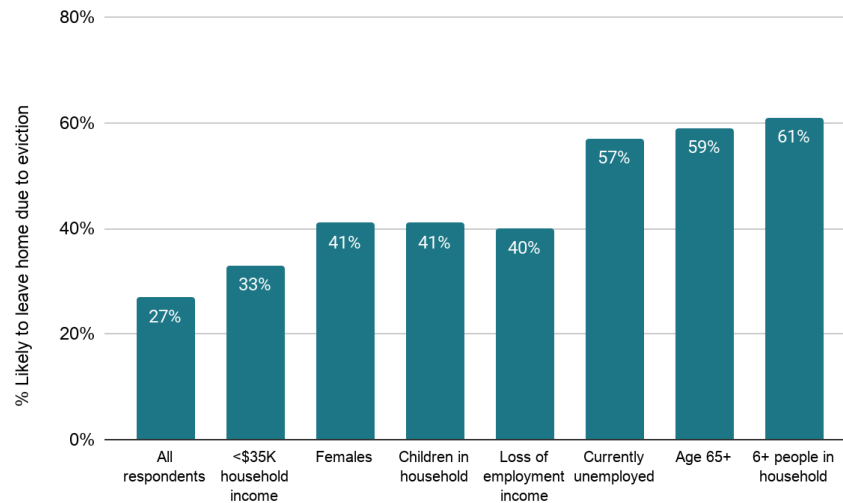
- Experience loss of employment income since March 2020 (58%)
- Expect loss of employment income in December 2020 (55%)
- Fall behind on rent (31%), and report no confidence paying next month's rent (22%)
- Experience difficulty paying for usual household expenses (87%)
- Feel nervous, anxious, or on edge (81%), or down, depressed, or hopeless (77%)

As many as 5,700 Santa Fe renter households could be evicted as the city, state, and federal moratoria expire. And even the current soon-to-expire policies aren't sufficient, as landlords continue to push families out of their homes. Current policies also allow for tenant fines and require renters to pay back rent, which is untenable for families who have lost employment and income.

Communities of color have long been disproportionately impacted by housing insecurity, and during the COVID-19 crisis are more likely to experience eviction. Evictions will put these families at greater risk of contracting COVID-19, homelessness, poor mental and physical health, as well as long-term housing and financial instability, and will exacerbate health inequities.

## Many vulnerable New Mexican households will likely experience eviction

Source: Household Pulse Survey, 10/28/2020–11/09/2020



The City of Santa Fe led the way in imposing an eviction moratorium *before* the New Mexico Supreme Court and the federal government. Now, there is a critical opportunity for Santa Fe's local leadership to extend and expand the local eviction moratorium, and to broaden and strengthen the protections for tenants in a way best suited to the unique needs of our community .

This research brief is the first in a series examining the coming eviction crisis in Santa Fe. We describe Santa Fe's housing insecurity problem before COVID-19, the risks residents face in light of the current crisis, and the experience of residents in the context of COVID-19. We also highlight gaps in eviction moratoria at the local, state, and federal levels.

The second brief will describe the scale of pandemic-era evictions despite the presence of moratoria. The third and final brief will offer strategies to improve housing security for Santa Feans, during the COVID-19 pandemic and beyond, including expanding the local moratorium to alleviate burdens on renters, and enacting policies to increase transparency and accountability in landlord-tenant agreements.

# Table of Contents

<b>Executive Summary</b>	<b>2</b>
<b>Eviction threatens the health and livelihoods of Santa Feans</b>	<b>6</b>
<b>The housing crisis in Santa Fe predates the pandemic</b>	<b>7</b>
<b>Santa Fe’s most vulnerable residents are most impacted by the pandemic</b>	<b>11</b>
<b>Eviction harms family health and wellbeing</b>	<b>16</b>
<b>Current eviction moratoria fail to shield families from displacement</b>	<b>18</b>
<b>Eviction risks warrant deeper analysis — preventing them requires immediate action</b>	<b>24</b>
<b>Acknowledgements</b>	<b>25</b>
<b>References</b>	<b>26</b>
<b>Appendix A</b>	<b>31</b>

## Eviction threatens the health and livelihoods of Santa Feans

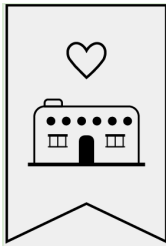
*“Before COVID-19, I never really had problems paying my bills except here and there. I worked at a restaurant and was laid off, but even if I’m rehired, I won’t work nearly as many hours as I did before. Now, I have to choose between rent and groceries. I’ve been applying for help, but it’s not enough to catch up on everything that’s due. Meanwhile, I’ve been asking friends to borrow money and I never had to do that before. It’s just so stressful.”*

*— Hospitality worker and tenant in the Hopewell-Mann neighborhood*

Researchers estimate that between 24-31% of Santa Fe renter households are at risk of being pushed out of their homes this winter.<sup>1-4</sup> And yet, housing insecurity is not new for Santa Feans. For years now, families have grappled with insufficient wages, few economic opportunities, rising rent costs, limited affordable housing options, and a lack of renter protections to ensure stable and affordable housing.<sup>5,6</sup>

The pandemic has only exacerbated the existing affordable housing crisis in Santa Fe. With cases of COVID-19 spiking across the country, public health experts are advising that people *stay home* as the primary way to stay safe and mitigate the virus’s spread. Indeed, recent research has linked the lifting of eviction moratoria with a rise in COVID-19 cases.<sup>8</sup> Having a place to reliably call home at this time is a vital and effective way to prevent the spread of COVID-19 and save lives. If it’s not addressed urgently, housing insecurity in the midst of the pandemic will have serious consequences for public health.

The impending lapse of eviction moratoria is a threat that looms large for many renters. In March 2020, the City of Santa Fe and the New Mexico Supreme Court established orders to halt evictions through the end of the COVID-19 crisis. These local and state orders lack a clear end date, which leaves much to interpretation; the orders could be lifted at any time, leaving renters vulnerable to eviction. Additionally, the federal eviction moratorium imposed by the Centers for Disease Control and Prevention in September 2020 has a slated end date of January 31, 2021. Without an expansion of and extension to these policies, thousands of Santa Feans will be at risk of eviction, and at increased risk of contracting COVID-19.



## Housing insecurity is detrimental to health

**Housing insecurity** is a broad term to describe a lack of secure or stable housing that is experienced through: poor housing quality, paying a large percentage of income for housing, homelessness, overcrowding, and unsafe or unhealthy neighborhood conditions.<sup>9</sup> An abundance of scientific evidence indicates that these conditions converge to impact the health status of individuals and communities.<sup>10</sup>

**Evictions** are a major cause of housing insecurity. Eviction is a legal process where a landlord removes a tenant from a rented property. While a short-lived event, evictions can lead to further housing insecurity and harm families' long-term physical, mental, social, and financial wellbeing.<sup>11</sup>

**Historical and contemporary policies** have led to ongoing structural inequities in access to housing. As a result, housing has been denied to communities of color and low income communities via policies including redlining, exclusion from wealth-building opportunities, and housing discrimination.<sup>12</sup> About 40% of Black and Latino renter households are housing insecure, compared to 25% of the general population.<sup>13</sup> In New Mexico, current housing inequities stem from a history of racially restrictive real estate covenants that preceded waves of gentrification, resulting in segregation and displacement of low income families and communities of color.<sup>14</sup>

## The housing crisis in Santa Fe predates the pandemic

### About half of Santa Fe renters were already rent burdened prior to the COVID-19 pandemic

Of the 35,593 occupied housing units in Santa Fe, nearly 40% are occupied by renters.<sup>15</sup> The median renter household income of \$41,375 is lower than the income needed to afford a two-bedroom home (\$42,280) in Santa Fe.<sup>16</sup> An average working renter — for example, a single parent with a teenager — would need to work 58 hours a week to afford a two-bedroom home.<sup>16</sup> As a result, families end up working multiple jobs, doubling and tripling-up with other families, and opting for poorer quality housing. For many renters, living comfortably is out of reach.

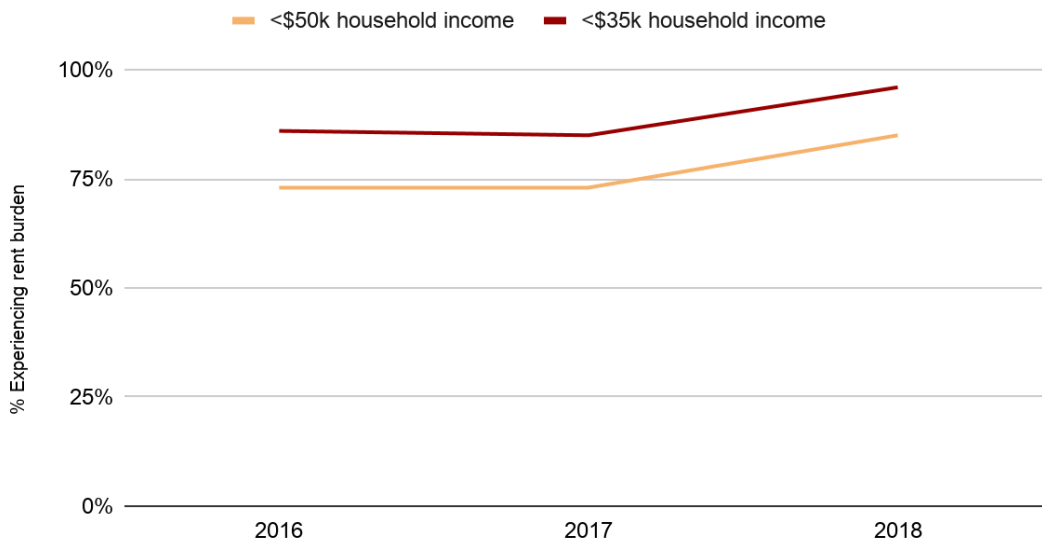
**Figure 1: Half of Santa Fe Families are Rent Burdened**



About 60% of Santa Fe renters spend a quarter of their income on rent. Almost half are rent burdened, meaning they spend 30% or more of their income on rent (see Figure 1).<sup>15,17,18</sup> And a little over 1 in 5 are *severely* rent burdened, meaning they pay more than half of their income on housing.<sup>18</sup> Low income renters disproportionately experience rent burden, and rent burden has increased over time (see Figure 2).<sup>6</sup>

**Figure 2: Rent Burden Has Increased Over Time**

Source: *Santa Fe Homeless and Housing Needs*



## For Santa Feans, affordable housing is a primary concern

According to a 2017 survey of residents conducted by the City of Santa Fe:

- 74% worried that their rent was going to go up to an amount they couldn't afford
- 25% worried about being evicted
- 17% moved out of a home in the past year when they didn't want to<sup>5</sup>

Just a year prior, in 2016, about 400 eviction claims were filed by landlords in Santa Fe County, with 40% resulting in evictions.<sup>19</sup> According to survey participants, the primary reason for being evicted was that rent increased beyond what residents could pay.<sup>5</sup> A deeper analysis revealed inequities: low income families, families with children, large families, those with a disability, and Spanish speakers were more likely to be evicted by their landlords than others.

## The employment and housing market isn't viable for renters

Local health care providers and leaders describe the local housing problem as “severe.”<sup>20</sup> Additionally, housing advocates note that a lack of stable, well-paying jobs is a barrier for economic mobility and financial stability in Santa Fe.<sup>5</sup> Unstable jobs with inadequate pay leave renters with little money to choose from the few housing options available.

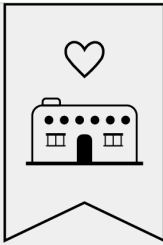
The tourism industry in Santa Fe, which has been hit hard by the current recession, is the second largest employer in the city: Leisure and hospitality workers make up over 16% of the city's workforce.<sup>21,22</sup> These service-providing jobs are among the most common and lowest-paid occupations.<sup>23,24</sup> With a large segment of Santa Fe's population earning relatively low wages, many residents lack a strong financial foundation to lean on when it comes to paying for expensive housing.

*“As a working single mom, I've been having to make difficult decisions. I lost my job in April and I've been struggling ever since. I ran out of savings in June. I have to keep the internet on so my kids can keep up in school. I have to keep my phone on so I can keep looking for work or I might lose my unemployment benefits. My family is more than happy to let me move back in, and I'd love for my child to spend more time with her grandparents, but any job I could get would put them at risk of exposure. There are no good choices right now.”*

*- A single mother and mobile home tenant, Airport Road Corridor*

Low wages are just one part of the story. There is a limited supply of housing in Santa Fe, and the housing supply that is available is largely unaffordable for low and moderate-low income households. According to a city-wide survey, 90% of city residents identified affordable housing as an important priority.<sup>25</sup> A combination of factors have converged to create a rental housing market that isn't livable for most working class families in Santa Fe, including:

- Gentrification and displacement<sup>14</sup>
- Housing supply not meeting the demands of population growth
- Record-setting surges in home price sales<sup>26</sup>
- The conversion of housing supply to short term rentals<sup>7</sup>
- Real estate speculators and purchasers taking up housing supply
- Lack of regulation and enforcement of landlord's legal obligations
- Difficulty bringing prosecution of predatory and retaliatory landlord practices
- Lack of licensing program for rental units to comply with health and safety codes
- Lack of comprehensive education and support to fully enforce the federal Fair Housing Act



### Santa Fe enacts restrictions on short term rentals

Real estate speculation limits the availability of housing, driving up the price of rent. Santa Fe has experienced a striking 380% increase in the number of short term rental units (STRs), over the past three years. This increase is likely a result of STR owners applying for licensure in advance of the City tightening its enforcement. While the total number of STR permits has long been capped at 1,000, estimates place actual numbers closer to 1,400 STRs, an estimated 500 of which are evading the city's licensure requirement.<sup>27</sup> In November 2020, the Santa Fe City Council began considering enacting restrictions on STRs, including limiting the number of STR permits to one per person. While tenants struggled to find long-term housing, the City struggled to enforce its ordinances through criminal proceedings.

On December 9, 2020, as this report prepared for publication, the Santa Fe City Council enacted stricter and additional restrictions on STRs while pledging to take proactive steps to identify landlords who are violating the ordinances. The newly-enacted restrictions limit future STR licenses to one per person and place caps on the frequency of rentals in residential areas. More importantly, violations of the STR ordinances are now a civil, rather than criminal, offense.

But the problems that have plagued proper enforcement of the City's STR ordinances are similar to those facing tenants of long term rentals. Currently, long-term renters lack the protections being discussed for short term tenants, like tying landlord licensure to continued compliance with health and safety codes, easing the process of reporting violations, and enacting enforcement through health inspectors rather than law enforcement and criminal proceedings.

# Santa Fe's most vulnerable residents are most impacted by the pandemic

## Low income workers are hit hardest by the loss of jobs

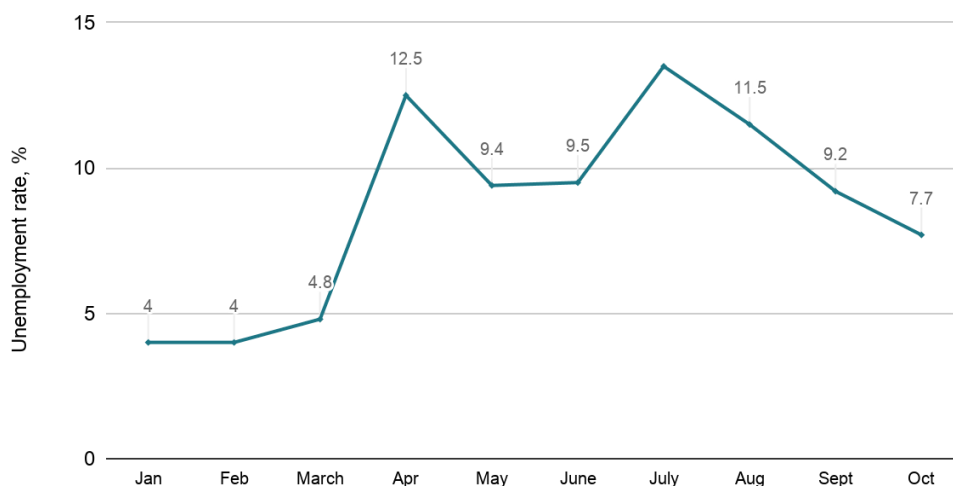
Workplace closures during emergency health orders meant thousands of Santa Feans lost their jobs. As of October 2020, the unemployment rate has not recovered to pre-lockdown times and sits at 7.7% (see Figure 3).<sup>28</sup> The leisure and hospitality industry, a major source of employment in Santa Fe, is severely impacted. In April 2020, the industry lost more than half its jobs (50.3%) compared to the year prior. Despite a slight rebound by October 2020, the data still show that almost one-third of industry jobs (30.4%) were eliminated compared to a year ago.<sup>23,29</sup> Because jobs in this industry often pay low wages, it's likely that low income households disproportionately lost employment due to the pandemic.<sup>30</sup>

The US Census Bureau Household Pulse Survey describes the housing and financial circumstances of New Mexicans since March 2020 (see Appendix A for details on research methodology). The data reveal striking racial and economic inequities:

- Almost half (48%) of New Mexicans lost employment income since March 2020
- Latino residents (53%), families with children (58%), and households with an income of less than \$35,000 (56%), lost employment income at a greater proportion compared to New Mexicans generally
- There is no clear end in sight: 30% of residents anticipate loss of employment income into December 2020. This is particularly true for Latino residents (34%), families with children (37%), and households earning less than \$35,000 (50%)<sup>1</sup>

**Figure 3: Santa Fe's Unemployment Rate, 2020**

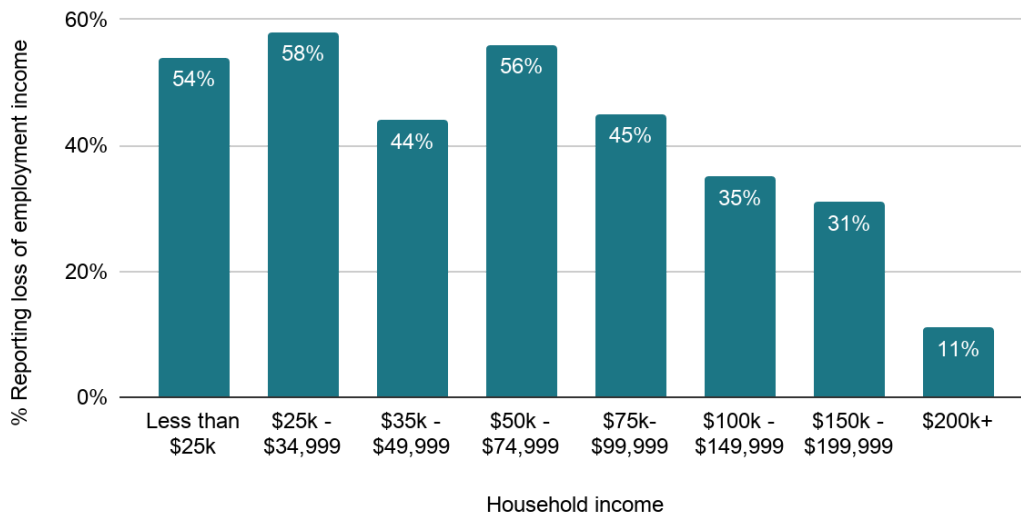
Source: US Bureau of Labor Statistics



Figures 4 and 5 reveal deepening economic inequities: a greater proportion of low income households report a loss of employment income since March 2020, and anticipate income loss in December 2020.

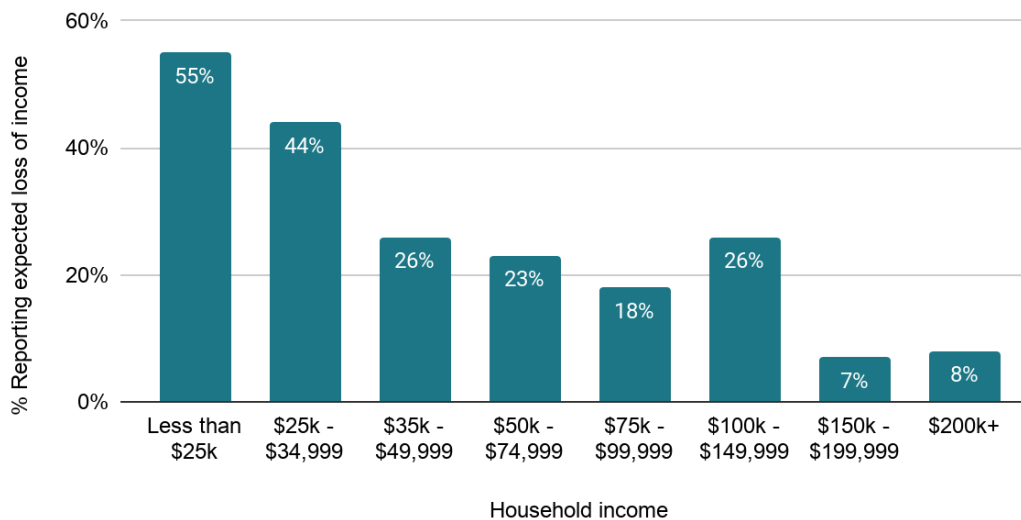
**Figure 4: Loss of Employment Income Since March 2020**

Source: Household Pulse Survey, 10/28/2020–11/09/2020



**Figure 5: Expected Loss of Income in December 2020**

Source: Household Pulse Survey, 10/28/2020–11/09/2020

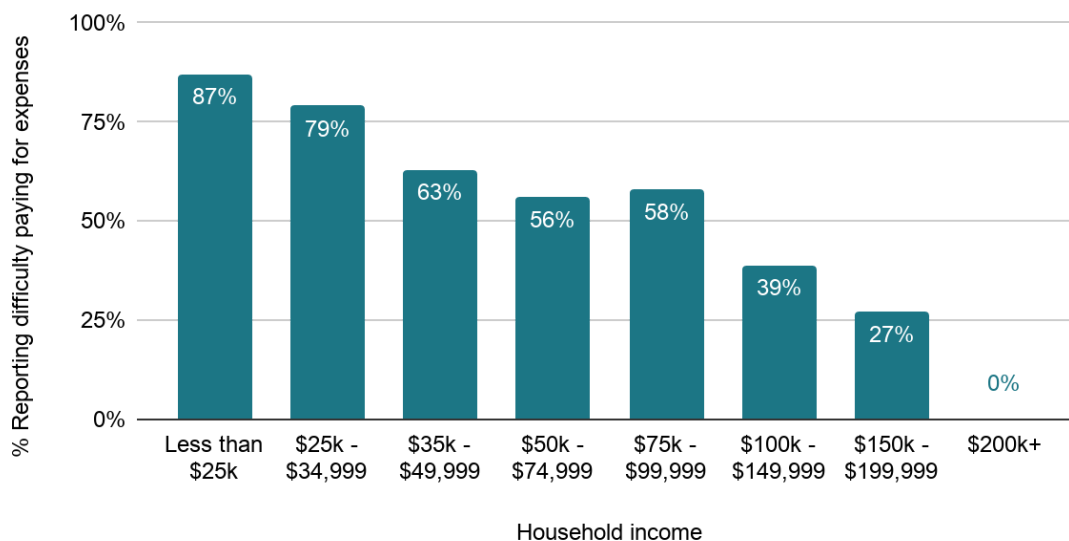


## A majority of families are struggling to get by during the pandemic

About 3 in 5 New Mexican residents report some difficulty in paying for their typical household expenses since the pandemic started. Latino residents (68%), families with children (69%), and low income households earning less than \$35,000 (83%) fare worse (see Figure 6).<sup>1</sup>

**Figure 6: Low Income Households Struggle to Pay for Household Expenses**

Source: Household Pulse Survey, 10/28/2020–11/09/2020



As many as a third of renters in New Mexico are behind on rent. Additionally, an assessment of nearly 400 families in Santa Fe by the non-profit organization Communities in Schools of New Mexico, revealed that 35% weren't able to pay for rent, and found that families from different households are resorting to doubling- and tripling-up to share housing, in order to keep a roof over their heads.<sup>31</sup>

*"If I get evicted, I don't have enough money saved up to move and put down a new deposit, even if another landlord was willing to rent to me. If I move in with a friend, I won't be on the lease and we can then be evicted for that. What would we do then?"*

*– An adult and single occupancy tenant near Downtown Santa Fe*

Communities of color, those who lost employment income, those who are unemployed, and households earning less than \$35,000 are more likely to report inability to pay rent. These groups are also disproportionately more likely to report no confidence in ability to pay next month's rent. As these already vulnerable residents fall deeper into financial distress and debt, existing racial and economic inequities will worsen.<sup>1</sup>

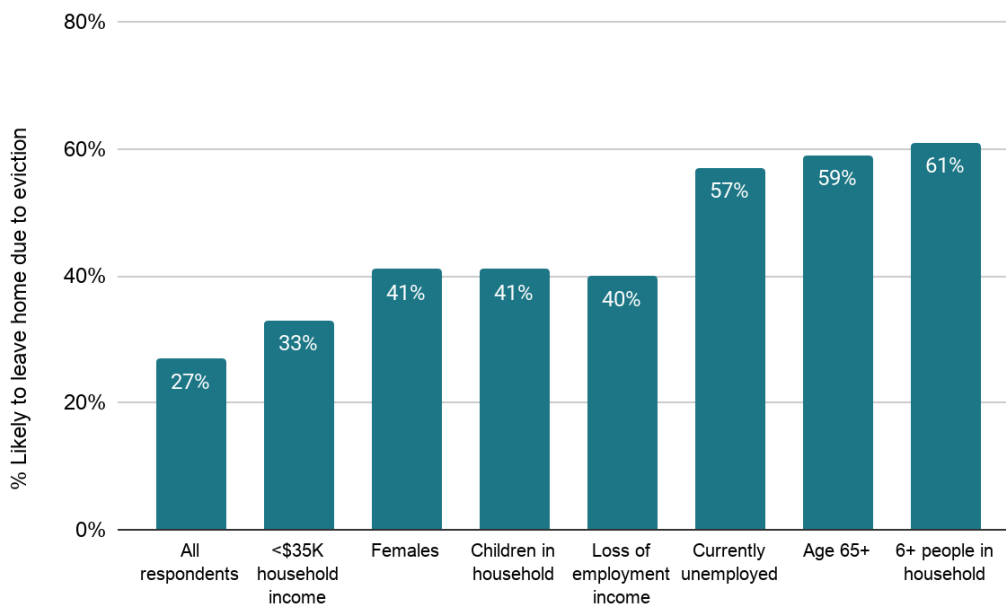
## As many as 5,700 Santa Fe renter households could face eviction in the coming months

Predicting exactly how many Santa Fe renters will face eviction in the coming months is challenging. Housing researchers and advocates have attempted to quantify the scale of the coming eviction crisis in a variety of ways — and all estimates indicate significant impact. In part 2 of this series, drawing on newly-available local data, we illuminate how many renter households were evicted in 2020, even despite current moratoria policies in place.

Through self-report on the Household Pulse Survey, 27% of renters in New Mexico express that it's very likely or somewhat likely that they'll have to leave their homes due to eviction (see Figure 7). Those who are out of work (57%) and seniors were more likely to report this assessment of their housing situation (59%).<sup>1</sup>

### Figure 7: Most vulnerable New Mexico households will likely experience eviction

Source: Household Pulse Survey, 10/28/2020–11/09/2020



The Turner Center for Housing Innovation identified workers in industries who likely lost their employment as a proxy for those who will face eviction.<sup>4</sup> These industries (entertainment, restaurants and food services, retail, and service-oriented) are all embedded in Santa Fe's tourism industry, which employs a major portion Santa Fe's workforce and pays lower than average wages. Of the 18,300 total renter households in Santa Fe, 5,700 households — or 31% of renters — have a worker in one of the key industries that is most impacted by job loss, and are therefore at risk of eviction due to loss of employment income.

Another estimate analyzing New Mexico's 3rd Congressional District, which includes Santa Fe and other northern counties, indicates that 10,200 renter households may be impacted by eviction in a "base case" scenario, described as the situation in which workers in only some industries lose work.<sup>32</sup> In a "stress case" scenario, where a wider range of workers lose employment, a staggering 16,900 renter households in the district could experience eviction. Some state level estimates put eviction risk at 24-25% for renter households in New Mexico, translating to an estimate of 2,961-3,084 renter households facing eviction in Santa Fe (see Appendix A for details on research methodology).<sup>2,3</sup>

## Three communities in Santa Fe will likely experience disproportionate evictions

An examination of eviction risk factors (see Appendix A for details on research methodology) at the census tract level using the 2018 American Community Survey reveals that residents of the Downtown area, the Hopewell-Mann neighborhood, and the Airport Road Corridor may be at greatest risk of eviction during the COVID-19 pandemic.<sup>33</sup>

The majority of households that reside in these neighborhoods identify as Hispanic, primarily Spanish-speaking, and low income. Additionally, between 25% and 51% of these census tracts experience rent cost burden according to the 2018 ACS data. In our second brief, we analyze evictions data from court records to determine which communities have been most impacted by eviction filings and evictions, despite the presence of eviction moratoria.

## Eviction harms family health and wellbeing

Families are hurting right now, and with a wave of evictions in the coming months, the health consequences will be severe. According to the Household Pulse Survey<sup>1</sup>:

- Three in four New Mexicans who experienced loss of employment income since March 2020 reported poor health as of November 2020
- 65% of those anticipating income loss in the weeks ahead also reported poor health
- Almost all (94%) of people who reported difficulty paying for household expenses during the pandemic reported poor health
- Most of those who experienced loss of employment income (82%) reported feeling nervous, anxious or on edge. Almost 3 in 4 aren't able to stop or control worrying

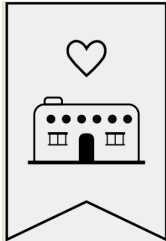
The impacts of eviction are far-reaching. Research demonstrates that the experience of eviction carries health, social, and financial implications. Additionally, families that have an eviction claim filed against them will face difficulty qualifying for future housing, as landlords often conduct background checks on potential tenants. Many evicted tenants do not receive their deposits back, making it even harder to come up with the money necessary to move into a new home. The viability of long-term housing stability is at stake for thousands of families.

### Both the threat and experience of eviction cause poor health

Living under the threat of eviction is associated with poor health. A literature review on the threat of evictions (see Appendix A for details on research methodology) highlights that individuals experiencing this risk suffered from poor physical and mental health impacts, including depression, anxiety, distress, suicide, poor self-rated health, physical symptoms (like stomach cramps), chronic disease, high blood pressure, obesity, and food insecurity.<sup>34</sup> Additional social and behavioral outcomes include alcohol and drug abuse, exposure to violence, and problems at work. Some research studies found that communities of color, low income communities, and women disproportionately experienced these health harms.

When families are evicted and forced to leave their homes, they experience many of these same health impacts and more, according to a recent review.<sup>11</sup> Material hardship, poor mental health, and hospitalizations can occur years after eviction takes place, signifying the long-term harms that people experience.<sup>35,36</sup> And those who had been evicted from their homes were found to be more than one and a half times more likely to die from any cause than those who had not been evicted — even after controlling for demographic, socioeconomic and health conditions before the eviction.<sup>37</sup> Eviction is also harmful to the health of children and future generations, due to associated pregnancy outcomes like low birth weight and infant mortality.<sup>36,38</sup>

Recent research links eviction to heightened risk of COVID-19 infection and mortality. States where eviction moratoriums were lifted also saw a rise in COVID-19 cases and deaths.<sup>8</sup> As families are evicted, they are faced with few or no options for accessible housing. They may turn to shelters, or move in with neighbors, friends, or extended family. Shelters, transitional housing, and other crowded spaces pose a risk factor for the spread of COVID-19 as people aren't able to physically distance, or to isolate from others if they do contract the virus.



### Evictions exacerbate inequities in children's educational outcomes

As many as 80% of New Mexico's school children face severe barriers to accessing educational resources and opportunities.<sup>39</sup> And with the transition to remote learning during the pandemic, these youth — disproportionately low income, Native American, English learners, and students with disabilities — are falling further behind due to lack of access to computers and high-speed internet.

Unstable housing, particularly due to eviction, can be disruptive to children's learning outcomes. Moving from place to place means that families have to start over each time—switching schools, missing classes and assignments, leaving and making new friends, and setting up utilities and a stable internet connection at home.<sup>40</sup> Research shows that high student mobility affects standardized test scores, graduation rates, and behavioral outcomes in children. For every school change a child endures, the harm are amplified.<sup>41</sup>

## People who are evicted are more likely to experience homelessness

Families who face eviction are likely to face homelessness and are therefore at greater risk of contracting COVID-19, as physically distancing and practicing proper hygiene can be difficult or impossible in shelters.<sup>35</sup> The virus has been seen to quickly spread in shelters and transitional housing, infecting as many as 66% of residents and 30% of staff.<sup>42</sup>

Homelessness is a chronic issue in Santa Fe. As of August 2020, 349 households in the area were homeless. Of these, 176 are considered chronically homeless. Chronic homelessness impacts already vulnerable communities, particularly communities of color and those who have disabilities.<sup>6</sup>

With an adequate response to the pandemic, the risks of COVID-19 can be warded off. The City of Santa Fe responded proactively and early on in the pandemic to assist vulnerable communities by converting dormitory rooms at a city-owned campus to serve as safe housing where people could be socially distant and quarantine if they needed to recover from infection. Additionally, federal and local funds were mobilized to house people experiencing homelessness in hotel rooms, allowing local shelters to reduce their population densities. The support also includes three meals per day and access to social services and case management, bolstering positive health outcomes across the population. As a direct result, Santa Fe has not experienced a virus outbreak at its homeless shelters.

*“Last year, I escaped a domestic violence situation with the support of a local shelter. I was beginning to get on my feet when the pandemic started, but then I lost work and now everything is uncertain again. I’m ok with my expenses right now, but I’m behind on rent. I don’t know how I will pay what I owe in rent and late fees when the moratorium is over. I’m not the only one struggling, so shelters will be full. I’d have nowhere else to go.”*

*– Apartment tenant in the Airport Road Corridor*

## Current eviction moratoria fail to shield families from displacement

Three eviction moratoria are currently in place at local, state, and national levels. However, these current policies are not comprehensive enough to keep families housed. The current moratoria only protects tenants from nonpayment of rent, and renters in active lease term agreements — which will continue to expire over time. As a result, landlords can still navigate various channels to evict tenants. Additionally, existing New Mexico state law on landlord/tenant relations is inadequate to protect renters at risk for eviction during the pandemic.

## New Mexico’s rental market prioritizes landlords over tenants

The State of New Mexico poses few restrictions and oversight of the rental housing market — all of which translates to a lack of protections for renters.<sup>43</sup> Existing state laws, which largely favor landlords, range from simply inadequate to clearly hostile for renters.

For example, there is no state law that provides protection against predatory rent increases.<sup>31</sup> This means that landlords can set rent at whatever amount they choose at the end of the rental term, and are restricted only from *retaliatory* rental increases, which must be argued in court.<sup>44(p47)</sup> The city of Santa Fe also does not license or regulate landlords.<sup>31</sup> A lack of proactive housing enforcement means landlords aren't held accountable for health and safety code violations.

Additionally, the state doesn't offer an official translation of rental agreements in Spanish and doesn't verify or ensure that these documents are available in a preferred language — which is a concern in a city and state where over a third of residents speak Spanish at home.<sup>31,33</sup>

Robust and fair renter protection policies are necessary to keep families housed and protect public health. Without adequate renter policies, families are more likely to face housing insecurity and homelessness in times of economic hardship or during an emergency situation like the current COVID-19 public health crisis. Without such protections, landlords can circumvent eviction moratoria by continuing to increase rent costs, and imposing late fees for missed or late rent payments. Although this would not be seen as an eviction in the eyes of the law, the effect is the same in that it forces tenants to vacate against their desire to stay — at a time when families are out of work, and amidst a public health crisis.

Deeper analysis of current municipal and state policies and regulations, as well as an examination of which entities have jurisdiction over various policies will be presented in the third brief of this series. The third brief will also propose changes to existing policies and regulations, and offer recommendations for new policies that can be pursued by policy makers to help lessen the impacts of the coming eviction crisis and promote public health.

## Current eviction moratoria have many gaps

In March 2020, the City of Santa Fe and the Supreme Court of New Mexico enacted orders to pause evictions for tenants impacted by COVID-19. In September 2020, the Centers for Disease Control and Prevention (CDC) put forth a national eviction moratorium covering states without an existing moratorium, or states where the moratorium is not as strong as the federal order.<sup>45</sup>

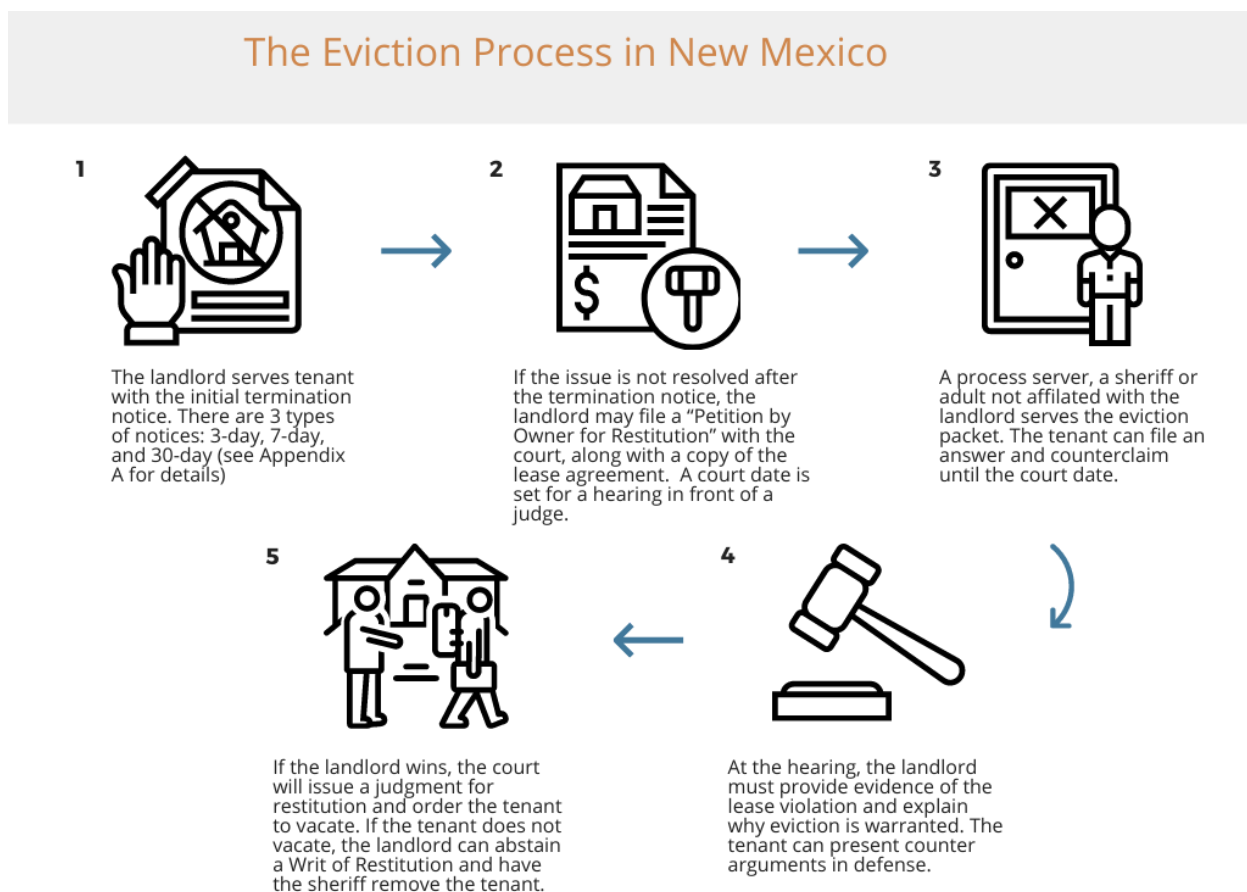
**Table 1: Eviction moratoria at city, state, federal levels**

Order, effective date	Scale	Description of moratorium order
City of Santa Fe Mayor's office  Start: March 23, 2020 End: Indefinite	City	The Mayor of Santa Fe took initiative to prohibit eviction of residential, as well as commercial properties. <sup>46</sup> Tenants unable to pay rent due to the COVID-19 pandemic were protected in this order. The City's protections remain in place until the orders of the New Mexico Supreme Court are lifted. The local order specifically prohibits landlords from providing notice of eviction to tenants.
New Mexico Supreme Court  Start: March 24, 2020 (residential rentals) & March 26, 2020 (mobile homes) End: Indefinite	State	The New Mexico Supreme Court imposed two state-level eviction moratoria (including one for mobile homes) that would pause evictions for tenants indefinitely until the pandemic is over. <sup>47-49</sup> The Supreme Court's moratoria are broader than the City's and protect all tenants unable to pay rent, whether or not that inability to pay is related to COVID-19 pandemic. With no end date identified for these policies, they can be lifted at the Court's discretion at any time.
Centers for Disease Control and Prevention  Start: September 4, 2020 End: December 31, 2020 (extended to January 31, 2021)	Federal	Under the federal order, tenants must sign and present a declaration to their landlord, affirming under penalty of perjury that they are protected from eviction because they meet a set of criteria including if they: <ul style="list-style-type: none"> <li>- Fall within specific income limits</li> <li>- Are unable to pay full rent due to substantial loss of income</li> <li>- Attempt to make timely partial payments</li> <li>- Don't have an alternative housing option</li> <li>- Make best use effort to obtain government assistance.<sup>45</sup></li> </ul>
Coronavirus Aid, Relief, and Economic Security (CARES) Act  Start: March 27, 2020 End: July 24, 2020	Federal	Renters who receive federally subsidized housing assistance through public housing, the Housing Choice Voucher program, and Low Income Housing Tax Credit Housing are prohibited from receiving an eviction claim for nonpayment of rent or other fees/charges. <sup>50,51</sup>

Despite these policies' intent to keep families housed, many families continue to experience eviction. The Regional Housing Legal Services, a housing and community development policy center, indicates that New Mexicans are currently only protected for one phase of the five phases of eviction (see the box below).<sup>52</sup> Landlords can begin the eviction process by providing notice of eviction to tenants and filing an eviction claim.

When a landlord files an eviction claim, regardless of the outcome, the filing remains on public record. This can affect families' ability to secure future housing, and thus impact long-term housing stability. Court hearings on eviction claims can also still be scheduled and held before a judge. And landlords are still able to report missed or late payments to credit agencies, impacting renters' credit and their long term ability to access housing.<sup>53</sup>

**Figure 8: The Eviction Process in New Mexico**



Eviction Lab, a team of housing researchers at Princeton University, gives New Mexico a very low score (0.53 out of 5.00) in its COVID-19 Housing Policy Scorecard.<sup>53</sup> This is because there are few tenant protection measures, and despite the current eviction moratoria, landlords can still file to evict tenants, charge late fees, and raise rents.

Under current laws, the burden of ensuring landlords abide by eviction moratoria falls squarely on renters themselves. Landlords are not required to notify their tenants about local, state, or federal policies.<sup>45</sup> Instead, tenants must learn about the policies on their own, and bring them to the attention of their landlords by providing hard copies of the orders.<sup>46</sup> Under the City's moratorium, tenants must initiate contact with the City Attorney's office.<sup>46</sup> Once landlords begin the eviction process, the responsibility again falls on tenants to attend hearings before a judge and provide proof that they're unable to pay rent.<sup>54</sup>

Low income communities and communities of color who are already most vulnerable to eviction are further burdened by the responsibility to enforce the eviction moratoria.<sup>55</sup> For those who have language and technology access barriers, the process is particularly inaccessible. Undocumented residents may also fear interacting with the legal system to defend their protections under the moratoria, as Santa Fe's "sanctuary" status does not preclude landlords from reporting or threatening to report individuals to Immigration and Customs Enforcement (ICE).

*"I've been having a really hard time paying my rent, but it's hard to get assistance because I am undocumented. Even when there is help available to me, it's hard to know how to access it safely. Will I be retaliated against if I make a mistake? Will my family be even more vulnerable?"*

*– A head of household and tenant in the Hopewell-Mann neighborhood*

Landlords are leveraging gaps in the current moratoria to evict families. For example, landlords can carry out evictions for reasons other than nonpayment, including expiring lease agreements and violation of lease agreements.<sup>46</sup> Court records show that in the first few weeks of October 2020, landlords filed 16 eviction claims in Santa Fe, mostly due to unpaid rent, and some due to end of lease agreements — which researchers expect to climb as more and more leases expire over time.<sup>31</sup> Additionally, families who have a month-to-month agreement (as many seasonal and temporary workers do) or those whose annual agreement expired during the pandemic may be forced out via rent increases.<sup>56</sup>

Families who are forced to double- or triple- up in single-family homes as a result of eviction are at increased risk of successive eviction. Over-occupancy is considered a *substantial lease violation*, which landlords can use as grounds for eviction during and despite the moratoria. Additionally, some families are experiencing eviction because their informal rental agreements do not qualify under the current orders.<sup>31</sup> The number of families impacted by terminated informal rental agreements due to lack of landlord licensing and regulation in Santa Fe remains unclear. In the next brief in this series, we use evictions data from public records requests as a best estimate to describe the scale of evictions in 2020, as well as the reasons for eviction.

The CDC's vague eviction moratorium eligibility criteria are left open to interpretation by landlords and judges who can and do apply the law to their benefit—often at the expense of tenants.<sup>56</sup> For example, landlords can challenge a tenant's declaration of income loss and question whether tenants are meeting "best efforts" to seek government assistance. Landlords can also question whether tenants have alternative housing options as part of an attempt to argue for exemption from the eviction moratoria.

On December 2, 2020, New Mexico Courts expanded the online debt mediation program to automatically initiate negotiations between parties and to require landlord participation. Previously, only landlords could initiate mediation, and many declined to do so, opting instead to proceed directly to the eviction process.<sup>57</sup> In New Mexico, there is also no guaranteed legal counsel for renters to seek advice or assistance in the face of potential eviction.<sup>53</sup> With thousands of landlords poised to file complaints and initiate eviction proceedings, courts and legal advocates will be further stretched beyond capacity, diminishing the supply and quality of legal representation available to tenants.

## When the current eviction moratoria lift, renters will face debt and limited housing opportunities

Perhaps the most concerning limitation of the current eviction moratoria is that renters will still be required to pay back rent when the moratoria are lifted. The current orders do not specify a grace period to pay back rent and late fees.<sup>53</sup> With so many Santa Feans out of work due to the pandemic, many still lack a source of income to repay this accumulating back rent.

Renter families may also face legal troubles when the eviction moratoria are lifted. For example, renters who sign and submit the CDC's declaration form to their landlords must agree to a set of statements.<sup>58</sup> Renters must oblige with the understanding that landlords will require full payments not paid during the moratoria, and a failure to pay is considered grounds for eviction in accordance with local and state laws.

## Eviction risks warrant deeper analysis — preventing them requires immediate action

Thousands of Santa Fe renter households, particularly those who are already vulnerable to intense housing pressures, are stuck in an impossible situation as the final days of 2020 approach. Many people lost their jobs as a result of the pandemic, and are now trying their best to hang onto their homes. Unable to pay rent, these families are reliant on compassionate landlords and robust eviction moratoria to stay afloat. And yet, the current policies are limited in their effectiveness and are prone to manipulation due to their ambiguity.

Understanding precisely *how many* renter households experienced eviction in 2020 with moratoria intact is a challenging feat, as acquiring this public data has been difficult. After months of attempts, the New Mexico Courts gave permission to our partners at the University of New Mexico School of Law to access the requested dataset. In a second brief, to be released in early January 2021, we reveal the scale to which landlords have initiated and carried through evictions that force families from their homes amidst an economic recession and global public health crisis.

In the coming weeks, the City of Santa Fe can intervene to remedy an unprecedented looming housing crisis, more daunting than any city has ever previously seen. By establishing a moratorium on evictions early on in the pandemic to protect the public's health, local leadership has demonstrated commitment to its residents. Now, as COVID-19 cases surge and death tolls rise, the City can again take a critical stand to protect residents from homelessness and poor health.

In the final brief of this series, to be released in February 2021, we will elaborate on strategies that policymakers can enact to establish a robust eviction moratorium and to improve renter protections — for the duration of the pandemic, the recovery process ahead, and beyond.

## Acknowledgements

This research brief is a collaboration between Human Impact Partners (HIP) and Chainbreaker Collective.



**Human Impact Partners (HIP)** transforms the field of public health to center equity and build collective power with social justice movements.



**Chainbreaker Collective** is a membership-based economic and environmental justice organization that works to expand access to affordable transportation and sustainable communities for working people in Santa Fe, NM. Chainbreaker has over 700 dues paying members in Santa Fe, the bulk of whom are residents of neighborhoods experiencing disinvestment and vulnerable to gentrification and eviction.

## Contributors and Sponsors

Sukhdip Purewal Boparai, MPH, Human Impact Partners

Lili Farhang, MPH, Human Impact Partners

Cathy Garcia, Chainbreaker Collective

Tomás Rivera, Chainbreaker Collective

Alexandra Ladd, Director, City of Santa Fe Office of Affordable Housing

Serge Martinez, Professor, University of New Mexico School of Law

Elizabeth Elia, Assistant Professor, University of New Mexico School of Law

Jessica Espinoza-Jensen, Grants and Capacity Building Strategist, New Mexico Health Equity Partnership

We appreciate Jamie Sarfeh for report editing and design, Carolyn Fan, and Yvette Serrano for support with design, and Sam Taub for support with data collection.

The views and opinions expressed in the brief are not necessarily those of the sponsors. Additionally, the current brief may not reflect the most current status of national, state, and local eviction moratorium orders or the evolving scale of evictions experienced by Santa Fe residents.

## References

1. Bureau UC. Week 18 Household Pulse Survey: October 28 – November 9. Census.gov. Accessed December 3, 2020.  
<https://www.census.gov/data/tables/2020/demo/hhp/hhp18.html>
2. McKay KL, Neumann Z, Gilman S. *National Eviction Risk Projections*. Aspen Institute; 2020. Accessed December 3, 2020.  
<https://www.aspeninstitute.org/publications/national-eviction-risk-projections/>
3. Stout Risius Ross, LLC. Estimation of Households Experiencing Rental Shortfall and Potentially Facing Eviction. Published 2020. Accessed December 3, 2020.  
<https://app.powerbi.com/view?r=eyJrljoiNzRhYjg2NzAtMGE1MCO0NmNjLTIOTMtYjM2NjFmOTA4ZjMyliwidCI6Ijc5MGJmNjk2LTE3NDYtNGE4OS1hZjI0LTc4ZGE5Y2RhZGE2MSIsImMiOjN9>
4. Kneebone E, Murray C. *Estimating COVID-19's Near-Term Impact on Renters*. Turner Center for Housing Innovation, UC Berkeley; 2020. Accessed December 3, 2020.  
<https://turnercenter.berkeley.edu/blog/estimating-covid-19-impact-renters>
5. BBC Research & Consulting. *Assessment of Fair Housing, City of Santa Fe.*; 2017.
6. Marisol Atkins, Luz del Sol, LLC. *Santa Fe Homeless and Housing Needs. Interim Solutions & Funding Plan: Ensuring Safety during COVID-19*. New Mexico Coalition to End Homelessness; 2020.
7. O'Donnell K. *Short Term Rentals and Access to Housing in Santa Fe*. Homewise, Inc; 2019.  
<https://docs.google.com/document/d/1GBNZNRnILMPRkhnOUsxXqTxVnXGwD-uj0VJYRVGvyeo/edit>
8. Leifheit KM, Linton SL, Raifman J, et al. *Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality*. Social Science Research Network; 2020.  
doi:10.2139/ssrn.3739576
9. Leopold J, Cunningham M, Posey L, Manuel T. Improving Measures of Housing Insecurity. :16.
10. Taylor L. Housing And Health: An Overview Of The Literature. *Health Aff Health Policy Brief*. Published online June 7, 2018. Accessed August 30, 2019.  
<https://www.healthaffairs.org/doi/10.1377/hpb20180313.396577/full/>
11. Pollack CE, Leifheit KM, Linton SL. When Storms Collide: Evictions, COVID-19, And Health Equity. Health Affairs Blog. Published August 4, 2020. Accessed December 3, 2020.  
<https://www.healthaffairs.org/doi/10.1377/hblog20200730.190964/full/#:~:text=Among%20adults%2C%20evictions%20have%20been,hospitalization%2C%20suicides%2C%20and%20depression.>
12. Solomon D, Maxwell C, Castro A. *Systemic Inequality: Displacement, Exclusion, and Segregation.*; 2019. Accessed December 3, 2020.  
<https://www.americanprogress.org/issues/race/reports/2019/08/07/472617/systemic-inequality-displacement-exclusion-segregation/>
13. Panfil Y, Robustelli T. Hiding in plain sight: Housing insecurity in the US. Thomas Reuters Foundation News. Published July 15, 2020. Accessed December 3, 2020.

- <https://news.trust.org/item/20200715191031-t84w2/>
14. Equitable Development & Risk of Displacement: Profiles of Four Santa Fe Neighborhoods. Human Impact Partners. Accessed September 2, 2020.  
<https://humanimpact.org/hiprojects/equitable-development-risk-of-displacement-profiles-of-four-santa-fe-neighborhoods/>
  15. U. S. Census Bureau. Selected Housing Characteristics. Accessed December 3, 2020.  
[https://data.census.gov/cedsci/table?g=0400000US35\\_1600000US3570500&d=ACS%205-Year%20Estimates%20Data%20Profiles&tid=ACSDP5Y2018.DP04&hidePreview=true](https://data.census.gov/cedsci/table?g=0400000US35_1600000US3570500&d=ACS%205-Year%20Estimates%20Data%20Profiles&tid=ACSDP5Y2018.DP04&hidePreview=true)
  16. National Low Income Housing Coalition. Out of Reach: New Mexico. National Low Income Housing Coalition. Published May 18, 2015. Accessed December 3, 2020.  
<https://reports.nlihc.org/oor/new-mexico>
  17. The Pew Charitable Trusts. *American Families Face a Growing Rent Burden.*; 2018. Accessed December 3, 2020. <https://pew.org/2HbPBvw>
  18. Joint Center for Housing Studies of Harvard University. Many households burdened by housing costs in 2019. <https://www.jchs.harvard.edu/son-2020-cost-burdens-map>
  19. Eviction Lab. Eviction Map & Data. Eviction Lab. Accessed December 3, 2020.  
<https://evictionlab.org/map/>
  20. Hyde & Associates - Policy and Practice Consulting, LLC. *Leadership and Alignment. Santa Fe County Community Services Department - Health Services Gap Analysis.*; 2017:145. <https://www.santafecountynm.gov/media/files/FinalReportGapAnalysis.pdf>
  21. Tourism Santa Fe. Santa Fe City Profile. Santa Fe. Accessed December 3, 2020.  
[https://santafe.org/Media\\_Center/Press\\_Room/City\\_Profile/index.html#:~:text=Santa%20Fe%20is%20considered%20the,peaking%20in%20July%20and%20August.](https://santafe.org/Media_Center/Press_Room/City_Profile/index.html#:~:text=Santa%20Fe%20is%20considered%20the,peaking%20in%20July%20and%20August.)
  22. City of Santa Fe, University of New Mexico. Santa Fe Trends Data Dashboard. Accessed December 3, 2020. [https://www.santafenm.gov/santa\\_fe\\_trends/print](https://www.santafenm.gov/santa_fe_trends/print)
  23. U.S. Bureau of Labor Statistics. Occupational Employment and Wages in Santa Fe – May 2019. Published June 1, 2020. Accessed December 3, 2020.  
[https://www.bls.gov/regions/southwest/news-release/occupationalemploymentandwages\\_santafe.htm](https://www.bls.gov/regions/southwest/news-release/occupationalemploymentandwages_santafe.htm)
  24. New Mexico Voices for Children. *Essential, But Excluded: How COVID-19 Relief Has Bypassed Immigrant Communities in New Mexico.*; 2020.  
<https://www.nmvoices.org/wp-content/uploads/2020/04/Immigrant-covid-report-web.pdf>
  25. City of Santa Fe Constituent and Council Services. Government Reimagined Survey Results. Published May 2020. Accessed December 3, 2020.  
[https://www.santafenm.gov/news/detail/government\\_reimagined\\_survey\\_results](https://www.santafenm.gov/news/detail/government_reimagined_survey_results)
  26. Vitu T. Median home price in Santa Fe County tops \$500,000 for first time. Santa Fe New Mexican. Accessed December 5, 2020.  
[https://www.santafenewmexican.com/news/local\\_news/median-home-price-in-santa-fe-county-tops-500-000-for-first-time/article\\_bb7f0cca-0970-11eb-bceb-9f1c66c29723.html](https://www.santafenewmexican.com/news/local_news/median-home-price-in-santa-fe-county-tops-500-000-for-first-time/article_bb7f0cca-0970-11eb-bceb-9f1c66c29723.html)
  27. Land K. SF may tighten short-term rental regulations » Albuquerque Journal. *Albuquerque Journal*.  
<https://www.abqjournal.com/1518177/sf-may-tighten-shortterm-rental-regulations.html>. Published November 16, 2020. Accessed December 5, 2020.
  28. U.S. Bureau of Labor Statistics. Economy at a Glance: Santa Fe, NM. Published December 3, 2020. Accessed December 3, 2020.  
[https://www.bls.gov/eag/eag.nm\\_santafe\\_msa.htm](https://www.bls.gov/eag/eag.nm_santafe_msa.htm)
  29. US Bureau of Labor Statistics. Databases, Tables & Calculators by Subject. Data Tools. Published December 8, 2020. Accessed December 7, 2020.

- [https://data.bls.gov/timeseries/LAUMT354214000000003?amp%253bdata\\_tool=XGtable&output\\_view=data&include\\_graphs=true](https://data.bls.gov/timeseries/LAUMT354214000000003?amp%253bdata_tool=XGtable&output_view=data&include_graphs=true)
30. Daboin ME Ian Seyal, and Carlos. New but narrow job pathways for America's unemployed and low-wage workers. Brookings. Published November 16, 2020. Accessed December 3, 2020.  
<https://www.brookings.edu/blog/up-front/2020/11/16/new-but-narrow-job-pathways-for-americas-unemployed-and-low-wage-workers/>
  31. Mullan D. Falling through the cracks: Pandemic worsens Santa Fe's housing crisis. *Santa Fe New Mexican*.  
[https://www.santafenewmexican.com/news/coronavirus/falling-through-the-cracks-pandemic-worsens-santa-fes-housing-crisis/article\\_f4c13dd4-fc30-11ea-9d3f-53fccfb772d8.html](https://www.santafenewmexican.com/news/coronavirus/falling-through-the-cracks-pandemic-worsens-santa-fes-housing-crisis/article_f4c13dd4-fc30-11ea-9d3f-53fccfb772d8.html). Published November 1, 2020. Accessed December 3, 2020.
  32. Amherst Market. *Coronavirus: Don't Forget America's 43.8 Million Renters.*; 2020.  
<https://www.amherstcapital.com/documents/20649/0/Amherst+Market+Commentary+-+COVID19+Impact+on+43.8mm+Renters/20f0e3ed-cfee-4b74-b742-4b69b79dd1c5>
  33. U. S. Census Bureau. U.S. Census Bureau QuickFacts: Santa Fe County, New Mexico. Accessed December 3, 2020. <https://www.census.gov/quickfacts/santafecountynewmexico>
  34. Vásquez-Vera H, Palència L, Magna I, Mena C, Neira J, Borrell C. The threat of home eviction and its effects on health through the equity lens: A systematic review. *Soc Sci Med*. 2017;175:199-208. doi:10.1016/j.socscimed.2017.01.010
  35. Collinson R, Reed D. The Effects of Evictions on Low-Income Households. :82.
  36. Desmond M, Kimbro RT. Eviction's Fallout: Housing, Hardship, and Health. *Soc Forces*. 2015;94(1):295-324. doi:10.1093/sf/sov044
  37. Rojas Y. Evictions and short-term all-cause mortality: a 3-year follow-up study of a middle-aged Swedish population. *Int J Public Health*. 2017;62(3):343-351. doi:10.1007/s00038-016-0931-8
  38. Hazekamp C, Yousuf S, Day K, Daly MK, Sheehan K. Eviction and Pediatric Health Outcomes in Chicago. *J Community Health*. 2020;45(5):891-899. doi:10.1007/s10900-020-00806-y
  39. Poverty NMC on L and. Yazzie plaintiffs ask court to order state to provide students computers and internet access. New Mexico Center on Law and Poverty. Published December 15, 2020. Accessed December 19, 2020.  
<http://nmpovertylaw.org/2020/12/yazzie-plaintiffs-ask-court-to-order-state-to-provide-students-computers-and-internet-access/>
  40. Shelly B. Children will bear the brunt of a looming eviction crisis. *The Hechinger Report*. <https://hechingerreport.org/children-will-bear-the-brunt-of-a-looming-eviction-crisis/>. Published August 6, 2020.
  41. Haley Jr. VP. *The Impact of Eviction on Student Displacement: An Atlanta Case Study*. <https://smartech.gatech.edu/bitstream/handle/1853/62919/Haley,%20Victor.pdf>
  42. Mosites E. Assessment of SARS-CoV-2 Infection Prevalence in Homeless Shelters — Four U.S. Cities, March 27–April 15, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69. doi:10.15585/mmwr.mm6917e1
  43. iPropertyManagement. New Mexico Landlord Tenant Rights. Published 2020. Accessed December 3, 2020.  
<https://ipropertymanagement.com/laws/new-mexico-landlord-tenant-rights>
  44. NMOneSource.com. Chapter 47 - Property Law. 47-8-39. Owner retaliation prohibited. <https://laws.nmonesource.com/w/nmos/Chapter-47-NMSA-1978#!fragment/undefined/BQCwhgziBcwMYgK4DsDWsBGB7LqC2YATqgJIAM0A5ACwDsAtABz0DMAnJQJQA0yWALg>

- FMIARUSDCATyqVuEQUQRiJ0yrPmKQAZSyF+AIWkAIAKIAZEwDUAggDkAwie78wGaP  
yxxOnIA
45. Centers for Disease Control and Prevention. HHS/CDC TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO PREVENT THE FURTHER SPREAD OF COVID-19. FREQUENTLY ASKED QUESTIONS.  
<https://www.cdc.gov/coronavirus/2019-ncov/downloads/eviction-moratoria-order-faqs.pdf>
  46. City of Santa Fe. Clarification to Prohibit Eviction of Tenants. News & Announcements. Published March 18, 2020. Accessed December 3, 2020.  
[https://www.santafenm.gov/news/detail/clarification\\_to\\_prohibit\\_eviction\\_of\\_tenants](https://www.santafenm.gov/news/detail/clarification_to_prohibit_eviction_of_tenants)
  47. New Mexico Courts. New Mexico COVID-19 and Eviction FAQ.  
[https://www.nmcourts.gov/uploads/files/COVID-19/Eviction%20Stay%20FAQ%20\(1\).pdf](https://www.nmcourts.gov/uploads/files/COVID-19/Eviction%20Stay%20FAQ%20(1).pdf)
  48. The Supreme Court of the State of New Mexico. Order NO. 20-8500-007. In the Matter of the Stay of Writs of Restitution Issued Under the Uniform Owner-Resident Relations Act During the COVID-19 Public Health Emergency. Published online March 24, 2020.  
[https://www.nmcourts.gov/uploads/files/COVID-19/Order%20No\\_%2020-8500-007%20\(Staying%20Execution%20of%20Writs%20of%20Restitution%20in%20Eviction%20Proceedings%203-24-20\).pdf](https://www.nmcourts.gov/uploads/files/COVID-19/Order%20No_%2020-8500-007%20(Staying%20Execution%20of%20Writs%20of%20Restitution%20in%20Eviction%20Proceedings%203-24-20).pdf)
  49. The Supreme Court of the State of New Mexico. Order NO. 20-8500-008. In the Matter of the Stay of Writs of Restitution Issued Under the Mobile Home Park Act During the COVID-19 Public Health Emergency. Published online March 26, 2020.  
[https://www.nmcourts.gov/uploads/files/COVID-19/3-26-20%20Order%20No\\_%2020-8500-008%20\(Staying%20Writs%20of%20Restitution%20under%20Mobile%20Home%20Park%20Act%203-26-20\).pdf](https://www.nmcourts.gov/uploads/files/COVID-19/3-26-20%20Order%20No_%2020-8500-008%20(Staying%20Writs%20of%20Restitution%20under%20Mobile%20Home%20Park%20Act%203-26-20).pdf)
  50. Acosta S, Bailey A, Baily P. Extend CARES Act Eviction Moratorium, Combine With Rental Assistance to Promote Housing Stability. Center on Budget and Policy Priorities. Published July 24, 2020. Accessed December 5, 2020.  
<https://www.cbpp.org/research/housing/extend-cares-act-eviction-moratorium-combine-with-rental-assistance-to-promote>
  51. Department of Housing and Urban Development. Q&A Section 4024 of the CARES Act.  
[https://www.hud.gov/sites/dfiles/CPD/documents/CDBG\\_Eviction\\_Moratorium\\_QAs\\_2020\\_05\\_18\\_FINAL.pdf](https://www.hud.gov/sites/dfiles/CPD/documents/CDBG_Eviction_Moratorium_QAs_2020_05_18_FINAL.pdf)
  52. Regional Housing Legal Services. Eviction Moratorium Maps – RHLS. Eviction Moratorium Maps. Accessed December 3, 2020. <https://www.rhls.org/evictionmoratoriums/>
  53. Eviction Lab. COVID-19 Housing Policy Scorecard for New Mexico. Eviction Lab. Published April 28, 2020. Accessed December 3, 2020.  
<https://evictionlab.org/covid-policy-scorecard/nm/>
  54. New Mexico Courts. New Mexico Courts - Coronavirus (COVID-19) Information. Accessed December 3, 2020. <https://www.nmcourts.gov/covid-19.aspx>
  55. Unidos US. *Struggling to Stay Home: Latino Renters in the COVID-19 Pandemic.*; 2020.  
[http://publications.unidosus.org/bitstream/handle/123456789/2087/unidosus\\_latinorentersbrief.pdf?sequence=4&isAllowed=y](http://publications.unidosus.org/bitstream/handle/123456789/2087/unidosus_latinorentersbrief.pdf?sequence=4&isAllowed=y)
  56. Swenson K. Renters thought a CDC order protected them from eviction. Then landlords found loopholes. *Washington Post*.  
<https://www.washingtonpost.com/dc-md-va/2020/10/27/trump-cdc-eviction-moratorium-loopholes/>. Published October 27, 2020. Accessed December 3, 2020.
  57. Administrative Office of the Courts, Supreme Court State of New Mexico. New Mexico courts expand online dispute resolution to landlord-tenant disputes over money due. Published online December 2, 2020.

- <https://www.nmbar.org/NmbarDocs/coronavirus/NMSC-NMCourtsOnlineDisputeResolutionService.pdf>
58. Sable-Smith B, Bebinger M, Benson D. Evictions Damage Public Health. The CDC Aims To Curb Them — For Now. *NPR.org*.  
<https://www.npr.org/sections/health-shots/2020/09/29/916972891/evictions-damage-public-health-which-is-why-the-cdc-has-banned-them-for-now>. Published September 29, 2020. Accessed December 3, 2020.
  59. Landlord Guidance. New Mexico Eviction. New Mexico Eviction. Published January 3, 2013. Accessed December 3, 2020.  
<https://www.landlordguidance.com/eviction-notice-forms/new-mexico-eviction/>

# Appendix A

## Details on research methodology

Page 10: The Household Pulse Survey data is available at the state level and for select cities, not including Santa Fe. We use state-level data to extrapolate experiences for residents of Santa Fe.

Page: 14: According to 2019 American Community Survey 1-Year estimates data profiles, there are 12,337 renter occupied housing units in Santa Fe. An eviction risk of 24% and 25% is equivalent to  $(0.24 \times 12,337)$  2,961 and  $(0.25 \times 12,337)$  3,084 households in Santa Fe.

Page 14: Risk factors for eviction were determined based on characteristics of groups who were likely to report difficulty paying for household expenses, being behind on rent, and likelihood of eviction (self reported on the Household Pulse Survey). These risk factors are reflective of Hispanic race/ethnicity and poverty-related factors. The factors, accessible through the American Community Survey at the census tract level, are:

- 50%+ Hispanic race/ethnicity
- \$42,000 or lower median household income (this salary is what is needed to afford a 2-bedroom unit in the Santa Fe)
- 20%+ children in poverty
- 20%+ seniors in poverty
- 33%+ Spanish speaking adults
- 20%+ Foreign-country place of birth
- 30%+ residents with a median gross rent as 30%+ of household income (also known as rent burden)

Page 15: This review described a threat of eviction as “a consequence of economic issues such as mortgage or rent arrears, foreclosure (the legal process that leads to a repossession or eviction), and/or evictions.”

Page 20: The landlord serves the tenant with a written notice. There are 3 types of notices:

59

- 3-day: if tenant doesn't pay rent on time or has a committed serious crime on premises
- 7-day: if the lease is violated or tenant isn't following certain legal obligations
- 30-day: if landlord wants to terminate the lease for any other reason, notice is presented prior to the end of the rental term, whether a yearly or month to month agreement



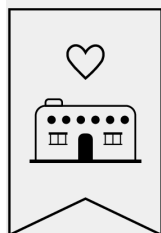
APRIL 2021 - Part II

# EVICIONS IN THE COVID-19 ERA:

*Successes and limitations of moratoria to keep people housed and healthy in Santa Fe*

# Evictions in the COVID-19 Era:

## Successes and limitations of moratoria to keep people housed and healthy in Santa Fe



*This research brief is the second in a series of three examining the health impacts of the escalating eviction crisis in Santa Fe.*

*In the [first brief](#), we described Santa Fe's housing insecurity problem before COVID-19, and the experiences of residents during the pandemic. In this brief, we elucidate the extent to which evictions have impacted Santa Fe renter households in 2020 with a comparative analysis of eviction filings data from prior years.*

*The final brief in this series will present solutions for local officials to keep families housed by strengthening moratoria and tenant protections.*

# Table of Contents

<b>Moratoria and rental relief were effective stopgap measures; mitigating a large-scale eviction crisis requires further action</b>	<b>4</b>
<b>Eviction moratoria don't eliminate eviction filings — families are still being evicted</b>	<b>6</b>
<b>Shifts in filing trends point to gaps in eviction moratoria</b>	<b>8</b>
<b>Neighborhoods already struggling with housing insecurity were hit the hardest by eviction filings in 2020</b>	<b>11</b>
<b>Residents also face evictions risks due to gaps in moratoria enforcement</b>	<b>13</b>
<b>Housing insecurity is often accompanied by other risks to health, including increased risk of COVID-19</b>	<b>13</b>
<b>The data — and families' direct experiences — tell a concerning story</b>	<b>15</b>
<b>Acknowledgments</b>	<b>17</b>
<b>References</b>	<b>19</b>
Appendix A	21
Appendix B	23
Appendix C	24
Appendix D	25

## Moratoria and rental relief were effective stopgap measures; mitigating a large-scale eviction crisis requires further action

As we surpass one year since the onset of the COVID-19 pandemic, residents across New Mexico are still struggling to stay housed. As of March 15, 2021, 43% of New Mexicans report that it's very likely or somewhat likely that they'll have to leave their home due to eviction in the next two months.<sup>1</sup> In Santa Fe, the leisure/hospitality industry, which is the second largest source of employment, is still disproportionately impacted by job loss.<sup>2-4</sup>

In our [first research brief of this series](#), we described Santa Fe's housing insecurity crisis, which predates the COVID-19 pandemic.<sup>5</sup> Existing pressures on the housing market continue to impact housing security for renters. These include Santa Fe's historically high land costs, limited labor pools, underdeveloped infrastructure, and complicated and time-consuming land use regulations and zoning, which amplify the economic impact from pandemic-related shutdowns. Now, new pressures on the housing market and affordability are coming to light: remote workers from out of state are flocking to Santa Fe, pricing local residents out of their homes amid the ongoing public health crisis.<sup>6</sup>

While local and state eviction moratoria are currently still intact, they lack strong or comprehensive protections to guarantee that all renters will remain housed and healthy, particularly with climbing debt from back rent. The federal eviction moratorium — recently extended until June 30, 2021 — provides temporary relief, but does not prevent evictions in the near future.<sup>7</sup> Further, the lack of a clear end date for the local and state moratoria means that residents are left in limbo. None of the moratoria are fully holding up their promise of keeping families housed — evictions have continued throughout the pandemic.

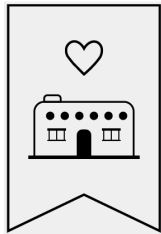
Santa Fe city officials are committed to protecting residents from eviction and are drawing on research to inform their next steps. Last fall, the City of Santa Fe Economic Relief Fund distributed almost \$3.6 million in federal emergency cash assistance directly to residents.<sup>8</sup> Most of the recipients had experienced a reduction in wages, or had lost employment altogether and weren't eligible for state or federal support. More than 75% used the funds to pay for housing and utilities. But residents will soon need more robust and substantial relief: 74% have incurred debt during the pandemic.<sup>9</sup>

In this brief, we reveal the reality of the eviction crisis in Santa Fe using new public records data on eviction filings, which were obtained through the New Mexico Administrative Office of the Courts. We compare trends in 2020 eviction filings to prior years and explore how

the major causes of eviction filings have changed over time. Finally, we describe disparities in eviction filings at the census tract level, looking closely at the Hopewell/Mann and Airport Road Corridor neighborhoods of Santa Fe. These communities have experienced disproportionate housing insecurity, including displacement, gentrification, and rising cost of rent.

In the forthcoming third brief, partners will outline solutions local officials can implement to keep Santa Feans healthy and housed beyond recovery — with a specific focus on policies that are effective and sustainable to ensure families have access to affordable and quality housing now and for generations to come.

**A preliminary list of recommendations that can be acted upon immediately in conjunction with this second report include:**



- **Extend Santa Fe's eviction moratorium** and implement a phased lifting plan with resources designated to vulnerable communities
- **Implement landlord licensing through a city ordinance** so that registration fees are collected, properties are subject to health and safety codes, and landlords and tenants are educated about their rights and responsibilities under the New Mexico Uniform Owner Resident Relations Act (UORRA)
- **Shift eviction moratorium enforcement** from law enforcement to building-code inspectors to ensure immediate and appropriate enforcement
- **Institutionalize direct cash assistance for renters** using the City's Eviction Prevention Fund as a model to keep renters financially afloat
- **Fund Eviction Prevention/Tenants Rights hotline and outreach** by partnering with local nonprofits that are already engaged in renter's rights work
- **Provide mediation services through city funding** to address landlord/tenant disputes preceding legal eviction filing
- **Forgive city-owned water-utility debt**

## Eviction moratoria don't eliminate eviction filings — families are still being evicted

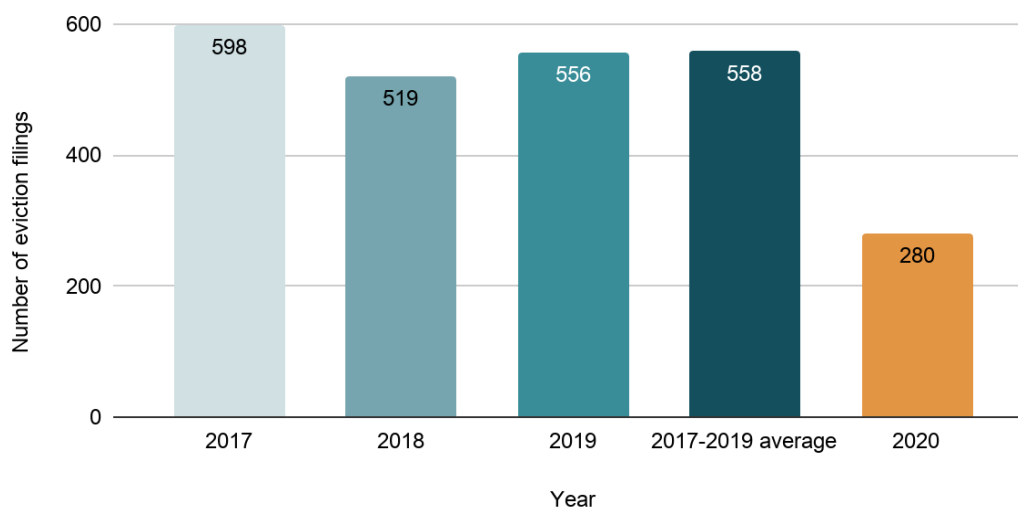
Between 2017 and 2019, landlords filed an average of 558 evictions per year (see Figure 1). In 2020, this number was cut in half: landlords filed 280 eviction claims. At first glance, these findings appear promising. However, given that the intention of the moratoria was to keep residents housed, any number of eviction filings is a public health threat and indicates that many families are experiencing the mental and physical harms of eviction, which we described in the first brief.<sup>5</sup> Further, we know that many families remain unaccounted for in these data due to informal rental agreements, and common instances in which the threat of eviction by a landlord is enough to force families out of their homes. Appendix A describes data collection methodology and recommendations for state agencies to improve access to public data.

*“When my landlord started threatening to kick me out that week because I’d fallen behind on rent, I called the Chainbreaker Eviction Protection Hotline. They explained my rights and how the court process works. But since I was never given a written eviction notice, just verbal threats, I’m still worried that I’ll come home one day and the locks will be changed. I don’t even have a copy of my lease.”*

*— An essential food-service worker  
from the Airport Road Corridor neighborhood*

**Figure 1. Eviction filings by year, 2017-2020**

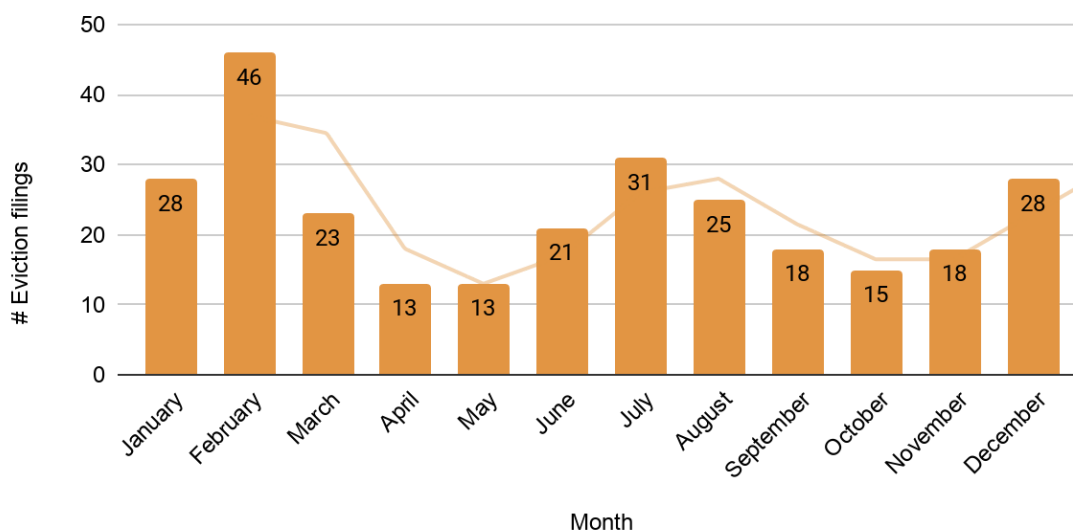
Source: New Mexico Administrative Office of the Courts



The eviction moratoria appear effective at reducing eviction filings, as observed in the immediate dip in eviction filings in March and September 2020, when moratoria were first enacted (see Figure 2). In 2020, eviction filings rose within one to two months of moratoria enactments, indicating that these policies were only somewhat effective and that some landlords still found avenues to file eviction claims, even with policies in place (see Figure 3). We don't perceive dip trends in prior years that might imply seasonal or other causes (see Figure 4), indicating that the eviction moratoria are likely the reason for the fluctuation in 2020.

**Figure 2. Eviction filings by month, 2020**

Source: New Mexico Administrative Office of the Courts

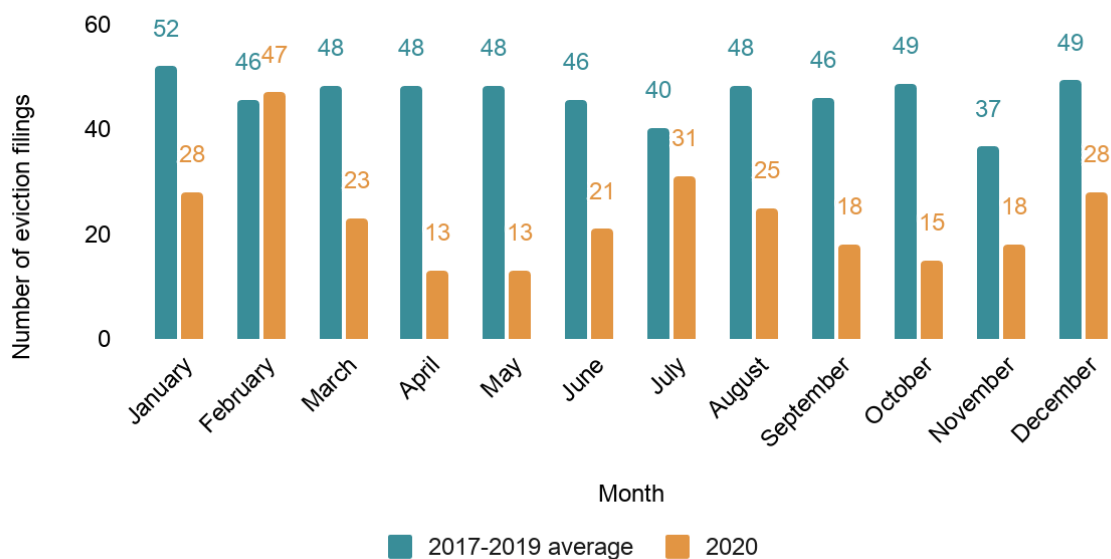


**Figure 3. Eviction moratorium milestones**



**Figure 4. Monthly Eviction Filings, 2017-2019 vs. 2020**

Source: New Mexico Administrative Office of the Courts



## Shifts in filing trends point to gaps in eviction moratoria

Eviction moratoria at local, state, and federal levels are not strong enough to ensure families remain housed during the pandemic, for several reasons described in our first brief.<sup>5</sup> Notably, these policies still enable landlords to file eviction claims, and only *pause* eviction for “non-payment of rent.” That means landlords can continue to evict residents for a host of other reasons. In the following analysis, we explore how leading causes of eviction filings have changed over time, and what these trends indicate.

*“When I received a three-day eviction notice for non-payment of rent, I called Chainbreaker, which gave me information about the city order. I talked to my landlord about it and explained that landlords in Santa Fe couldn’t even threaten an eviction. About a week later, I received a 30-day eviction notice to terminate the lease. This kind of eviction wasn’t stopped by the order, so me and my family had to look for a new place to rent.”*

*— A single mother of two school-aged children from the Hopewell/Mann neighborhood*

In the three years prior to the COVID-19 pandemic, “non-payment of rent” was the leading cause of eviction filings on average (see Figure 5 below and Appendix B, Table 1, for a glossary of terms defining causes of eviction filing). In 2020, “non-payment of rent” was again the leading cause, indicating that Santa Fe’s renters have been struggling to make rent for years (see Figure 6). However, there was a shift in 2020 as the number of eviction filings citing “non payment of rent” was reduced by over 20% — at 63% compared to 84% in the three years prior.

Notably, claims related to “landlord tenant restitution” increased sevenfold and claims for “debt and money due” increased almost three times in 2020. “Landlord tenant (resident) claims” (those filed by the tenant) dropped almost sixfold, likely indicating that residents are desperate to hold on to their tenancy and endure living conditions they may not have otherwise during pre-pandemic times.

*“My landlord and I had been dealing with a leaky roof even when the pandemic started. Then I lost my job and fell behind on rent — meanwhile, my landlord was struggling to afford and make the necessary repairs. I can’t afford to move, but now I’m worried about mold. What if I have to move anyway?”*

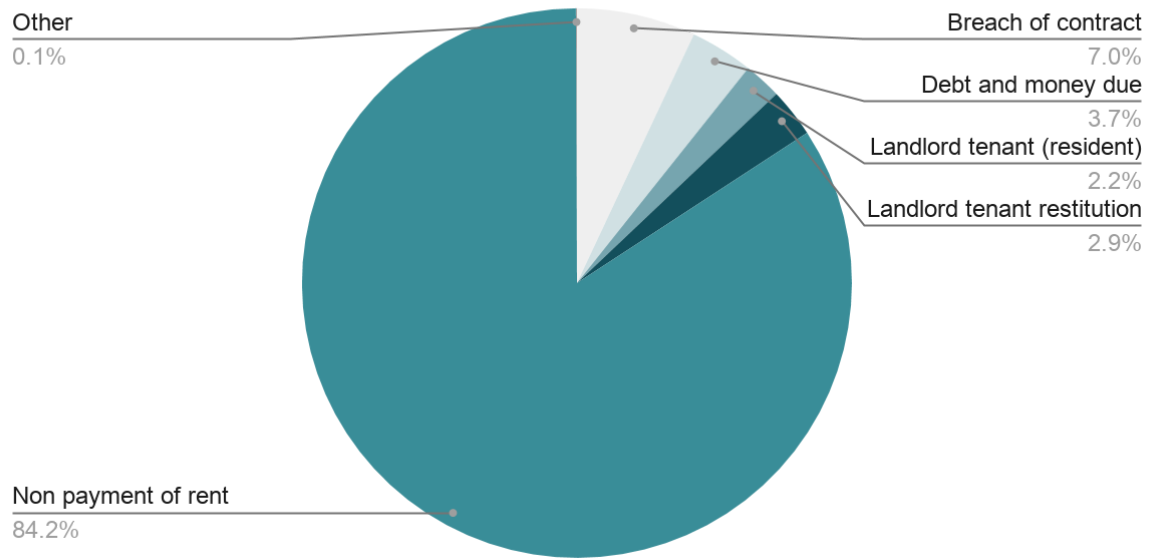
*— An elderly tenant from the Airport Road Corridor neighborhood*

Housing advocates share that because landlords aren’t able to evict tenants for “non-payment of rent,” many are exploring other justifications to file eviction claims. A landlord can still evict a tenant because the tenant owes money other than rent, such as utilities or shared services, or simply because the landlord has chosen not to renew an expiring lease.



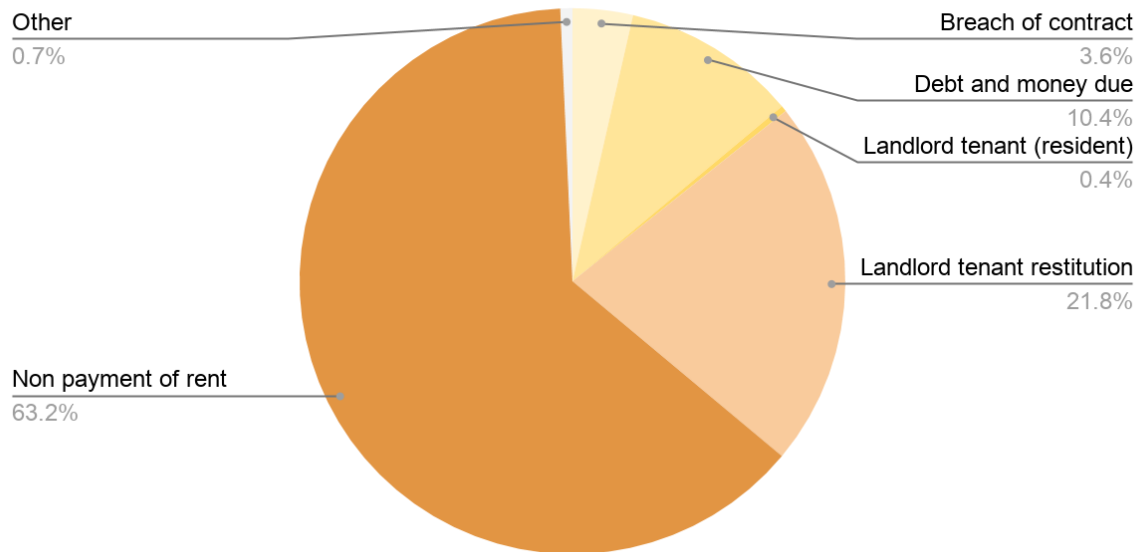
**Figure 5. Major causes of eviction filings, 2017-2019 (average)**

Source: New Mexico Administrative Office of the Courts



**Figure 6. Major causes of eviction filings, 2020**

Source: New Mexico Administrative Office of the Courts



## Neighborhoods already struggling with housing insecurity were hit the hardest by eviction filings in 2020

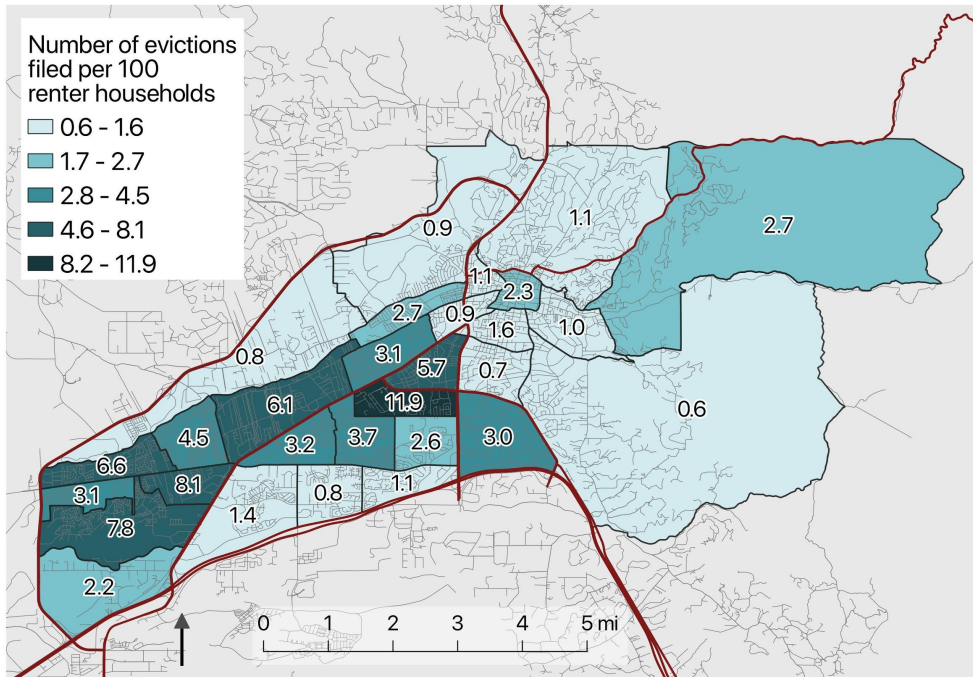
Between 2017 and 2019, households in the area encompassing the Midtown Campus experienced Santa Fe's highest rate of eviction filings, at an average of 11.9 per 100 renter households (see Figure 6). The adjacent Hopewell/Mann neighborhood experienced a rate of eviction filing of 5.7 per 100 renter households. Additional census tracts in that area and in the Airport Road Corridor neighborhoods experienced rates of eviction filing ranging from 3–8 per 100 renter households.

While the citywide rate of eviction filings decreased overall in 2020 (see Figure 1), residents in these same neighborhoods still experienced a greater rate of eviction filings than residents in surrounding communities (see Figure 7). Seven census tracts are represented in the top ten tracts to experience an eviction filing claim in both analyses (2017–2019 and 2020).

Figures 7 and 8 illustrate how evictions in Santa Fe have perpetuated racial and economic inequities, prior to and during the COVID-19 pandemic. Most of the households at greatest risk of eviction in 2017–2019 and 2020 identify as Latino and low-income (Appendix C, Table 2). For example, while 55% of Santa Fe residents identify as Latino, neighborhoods with high rates of eviction filings are disproportionately home to Latino communities, averaging 59–89% Latino residents. Additionally, most census tracts that experienced eviction risk in 2017–2019 and 2020 have a median household income of \$32K–\$56K. This is lower than Santa Fe's median household income level of \$58K.<sup>10</sup>

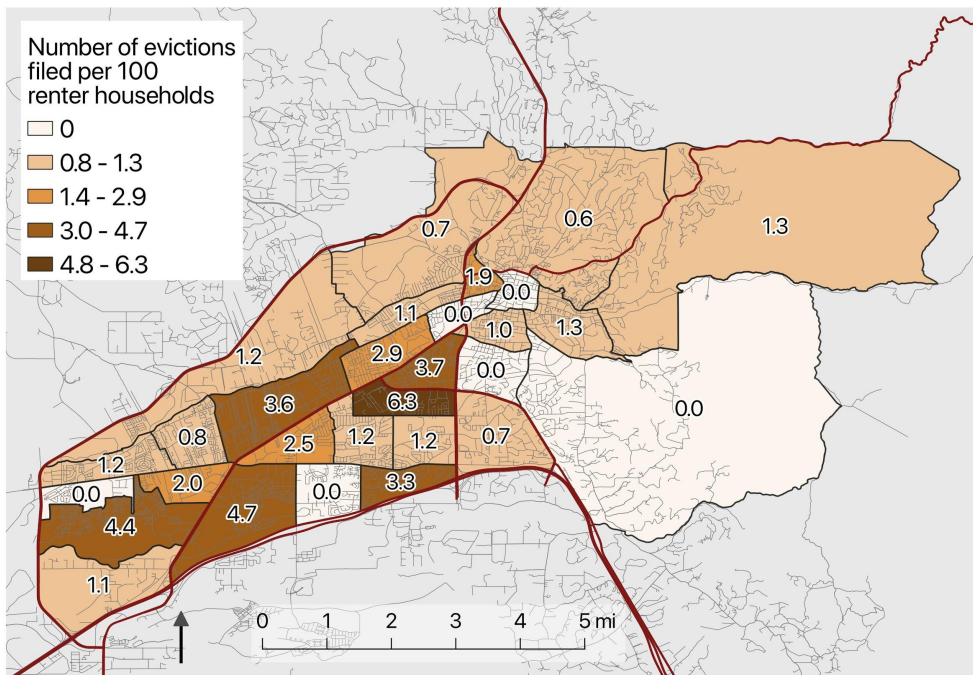
A reference map of the census tracts for the areas highlighted in the maps above is included in Appendix D, Figure 9. The corresponding table (Appendix C, Table 2) includes key demographic and social indicator information for tracts with the highest eviction filing rates, including Hopewell/Mann, the Midtown Campus, and several tracts in the Airport Road Corridor.

**Figure 7. Rate of eviction filings by census tract, 2017-2019 average**



Source: New Mexico Administrative Office of the Courts and 2015-2019 American Community Survey 5-year estimates

**Figure 8. Rate of eviction filings by census tract, 2020**



Source: New Mexico Administrative Office of the Courts and 2015-2019 American Community Survey 5-year estimates

## Residents also face evictions risks due to gaps in moratoria enforcement

Many community members who live at the margins of stable housing, such as those in neighborhoods with high eviction filing rates, are living under informal rent agreements, which aren't permitted by state law. In the absence of a formal rent agreement, tenants are at risk of health and safety code violations, as well as illegal evictions — meaning that landlords can actually bypass the eviction moratoria, rendering the moratoria impossible to enforce in these circumstances. While there hasn't been an initiative to collect quantitative data to elucidate the extent of unregulated, unreported, and illegal rental situations in Santa Fe, Chainbreaker Collective has growing clarity on the severity of the problem from tenants who have called the Eviction Protection Hotline.

Another layer of vulnerability for these residents is the mechanism of moratoria enforcement. Since Santa Fe's moratorium is an emergency executive order, enforcement is handled as a criminal offense and must be dealt with through the police department, which historically hasn't dealt with housing violations and doesn't have the training to do so. Police involvement can sometimes escalate rather than defuse tensions between landlords and tenants. As a result, most tenants are reluctant to pursue this method of moratoria enforcement, which makes residents even more vulnerable to experiencing eviction.

## Housing insecurity is often accompanied by other risks to health, including increased risk of COVID-19

In our first brief, we predicted that communities that face rent cost burden are at greater risk of eviction during the pandemic. That prediction has unfortunately materialized, as reflected in the 2020 eviction filings data. Profiles of the Hopewell/Mann and Airport Road Corridor neighborhoods indicate that households in these neighborhoods have long experienced community disinvestment, gentrification, and displacement.<sup>11</sup> Additionally, these communities lack access to essential resources like walkable green spaces, fully connected bike trails, public transit lines, access to fresh food and groceries, community centers, and adequate community-based employment options.<sup>11</sup>

Research shows that evictions put people at risk of contracting COVID-19 because families are forced to double or triple up with other families to afford rent. Evictions also lead to

entire families becoming homeless, increasing the risk of contracting COVID-19 as people are unable to socially distance in shelters or to safely shelter in place.<sup>12,13</sup>

New Mexico State Department of Health data illustrate that COVID-19 cases are indeed concentrated in areas with high rates of eviction filings. For example, the 87507 zip code, covering much of the Airport Road Corridor, experienced the highest number of cases, with 4,821 positive COVID-19 cases. Additionally, the 87505 zip code, including the Hopewell/Mann neighborhood, experienced the second-highest number of cases in the city, with 1,539 cases.<sup>14,15</sup>



*Community members in Santa Fe gather to learn about tenant rights and the eviction process*

## The data — and families' direct experiences — tell a concerning story

Data from the New Mexico Courts offer a compelling glimpse of Santa Fe renters' eviction experiences during the COVID-19 public health crisis:

- The eviction moratoria helped reduce — but did not eliminate — eviction filings in Santa Fe. The effects of the policies often wore off after time, as we can see an initial dip in filings, but then a resurgence in the number of eviction filings soon after the policies went into effect.
- Eviction claims for “nonpayment of rent” decreased in 2020 compared to prior years, while the number of eviction claims filed for other reasons increased drastically.
- Eviction filings are happening in neighborhoods with a high degree of housing and economic insecurity, making matters worse for those communities. Predominantly Latino neighborhoods that experienced disproportionate eviction filings in prior years continued to do so through the pandemic.

### **However, the data only show a small fraction of a much more problematic reality:**

- The actual scale of evictions is likely higher: many families are forced to leave their homes before landlords begin the legal eviction filing process. These data also do not account for evictions from informal rental agreements, which, as with all rental agreements in Santa Fe, are not regulated or tracked by the city.
- Gaps in moratoria leave open the possibility of evictions for reasons not covered in the current policies. Tenants who have called Chainbreaker's Eviction Protection hotline confirm that landlords are threatening families with eviction on dubious grounds.
- Enforcing the moratoria is difficult. Criminal enforcement is the primary mechanism for enforcing the city level moratorium, which involves the police department and presents challenges for community members, as well as law-enforcement officers.
- Evictions are just one form of housing insecurity and health inequity that many of Santa Fe's most vulnerable neighborhoods experience. They're also facing gentrification, inadequate neighborhood resources, and disproportionate COVID-19 infection.<sup>5,11</sup>

Hundreds of families were in duress about their living situation in 2020 and will continue to be in 2021. For many residents, such as those living in the Hopewell/Mann neighborhood, the neighborhood including the Midtown Campus, and the Airport Road Corridor neighborhoods, these experiences aren't new. Local and state policymakers can prevent these harms for all Santa Feans by taking immediate and sustainable action to ensure housing security. In Brief 3, we will present solutions that can address these issues in the short and long term.



## Acknowledgments

This research brief is a collaboration between Human Impact Partners (HIP) and Chainbreaker Collective.



**Human Impact Partners (HIP)** transforms the field of public health to center equity and build collective power with social justice movements.



**Chainbreaker Collective** is a membership-based economic and environmental justice organization that works to expand access to affordable transportation and sustainable communities for working people in Santa Fe, NM. Chainbreaker has over 700 dues paying members in Santa Fe, the bulk of whom are residents of neighborhoods experiencing disinvestment and vulnerable to gentrification and eviction.

## Contributors and Sponsors

Sukhdip Purewal Boparai, MPH, Human Impact Partners

Lili Farhang, MPH, Human Impact Partners

Jamie Sarfeh, Human Impact Partners

Cathy Garcia, Chainbreaker Collective

Tomás Rivera, Chainbreaker Collective

Alexandra Ladd, Director, City of Santa Fe Office of Affordable Housing

Serge Martinez, Professor, University of New Mexico School of Law

Elizabeth Elia, Assistant Professor, University of New Mexico School of Law

Jessica Espinoza-Jensen, Grants and Capacity Building Strategist, New Mexico Health Equity Partnership

*We appreciate Samuel Taub for support with data collection, Logan R. Harris for support with mapping, Nirmala for copy editing, and Carolyn Fan for graphic design and layout. All photos in this report are courtesy of Chainbreaker Collective.*

## Funding for this series of reports has been provided by:

Community Health Funder Alliance (Anchorage St. Vincent, CHRISTUS St. Vincent and the Santa Fe Community Foundation)

Santa Fe Community Foundation, COVID-19 Response Fund

City of Santa Fe Department of Affordable Housing

Con Alma Health Foundation with funding support from the Robert Wood Johnson Foundation

*The views and opinions expressed in the brief are not necessarily those of the sponsors. Additionally, the current brief may not reflect the most current status of national, state, and local eviction moratorium orders or the evolving scale of evictions experienced by Santa Fe residents.*

## References

1. US Census Bureau. Week 26 Household Pulse Survey: March 3 – March 15. Census.gov. Published 2021.  
<https://www.census.gov/data/tables/2021/demo/hhp/hhp26.html>
2. U.S. Bureau of Labor Statistics. Santa Fe, NM Economy at a Glance. Published 2021. Accessed April 6, 2021. [https://www.bls.gov/eag/eag.nm\\_santafe\\_msa.htm](https://www.bls.gov/eag/eag.nm_santafe_msa.htm)
3. Tourism Santa Fe. Santa Fe City Profile. Santa Fe. Accessed December 3, 2020. [https://santafe.org/Media\\_Center/Press\\_Room/City\\_Profile/index.html#:~:text=Santa%20Fe%20is%20considered%20the,peaking%20in%20July%20and%20August.](https://santafe.org/Media_Center/Press_Room/City_Profile/index.html#:~:text=Santa%20Fe%20is%20considered%20the,peaking%20in%20July%20and%20August.)
4. City of Santa Fe, University of New Mexico. Santa Fe Trends Data Dashboard. Accessed December 3, 2020. [https://www.santafenm.gov/santa\\_fe\\_trends/print](https://www.santafenm.gov/santa_fe_trends/print)
5. Human Impact Partners. *Evictions in the COVID-19 Era: A Threat to Family and Community Health in Santa Fe.*; 2020.  
<https://humanimpact.org/hipprojects/santa-fe-evictions/?strategy=research>
6. Nelson C. As a “Zoom boom” brings the wealthy to Santa Fe, locals are getting priced out. *The Guardian*.  
<http://www.theguardian.com/us-news/2021/jan/29/santa-fe-new-mexico-zoom-boom-housing>. Published January 29, 2021.
7. National Low Income Housing Coalition. National Eviction Moratorium. Published 2021.  
<https://nlihc.org/coronavirus-and-housing-homelessness/national-eviction-moratorium>
8. City of Santa Fe: Youth & Family Services Division. *CARES Act Fund Dispersal Project. 2020 Final Report Press Briefing.*; 2021.
9. Family Independence Initiative, UpTogether. City of Santa Fe Economic Relief Fund Report. Published online 2021.
10. United States Census Bureau. Santa Fe city, New Mexico, household income. Published 2021.  
<https://data.census.gov/cedsci/table?q=Santa%20Fe%20city,%20New%20Mexico%20household%20income&hidePreview=false>
11. Human Impact Partners. *Equitable Development & Risk of Displacement: Profiles of Four Santa Fe Neighborhoods.*; 2015.  
<https://humanimpact.org/hipprojects/equitable-development-risk-of-displacement-profiles-of-four-santa-fe-neighborhoods/?strategy=research>
12. Collinson R, Reed D. The Effects of Evictions on Low-Income Households. :82.
13. Mosites E. Assessment of SARS-CoV-2 Infection Prevalence in Homeless Shelters — Four U.S. Cities, March 27–April 15, 2020. *MMWR Morb Mortal Wkly Rep.* 2020;69. doi:10.15585/mmwr.mm6917e1
14. Gerstein M. ZIP code 87505 has Santa Fe area’s most coronavirus cases. *Santa Fe New Mexican*.  
[https://www.santafenewmexican.com/news/coronavirus/zip-code-87505-has-santa-fe-areas-most-coronavirus-cases/article\\_da2f6a6c-80fd-11ea-a4df-535176968483.html](https://www.santafenewmexican.com/news/coronavirus/zip-code-87505-has-santa-fe-areas-most-coronavirus-cases/article_da2f6a6c-80fd-11ea-a4df-535176968483.html).

Published April 17, 2020.

15. New Mexico Department of Health. NMDOH COVID-19 Public Dashboard. Published 2021. <https://cv.nmhealth.org/dashboard>

## Appendix A

### I. Explanation of methodology for use of dataset

Data on evictions filed in New Mexico from 2017 through 2020 was provided by the New Mexico Administrative Office of the Courts. We restricted the data to cases that met the following criteria:

- Case type is recorded as landlord-tenant
- Party type is defendant
- Defendant address is in the City of Santa Fe

We then restricted the data to unique case numbers. When multiple people live in one home, they may all be listed as parties in a single case, so using unique case numbers prevented duplication of cases. There could be multiple evictions per household if a landlord filed an eviction against a tenant more than once within a year.

We used the service [Geocodio](#) to geocode defendant's addresses, and mapped all eviction filings at addresses located inside the Santa Fe Urban Area. Geocodio provides the census tract location of each address. We defined the Urban Area based on 29 census tracts, following the definition used by the [City of Santa Fe's Long Range Planning Division](#) in their *Santa Fe Trends* community profiles. (The City of Santa Fe also includes one partial census tract, 102.04, which we excluded because its population is very small and adding a partial tract would have added significant complexity to the analysis.)

We used 2010 census tract geographies, as data is not yet available for 2020 tract geographies. The numbers of the 2010 census tracts making up the Santa Fe Urban Area are: 1.01, 2, 3, 4, 5, 6, 7, 8, 9, 10.01, 10.02, 11.02, 11.03, 11.05, 11.06, 11.07, 12.02, 12.03, 12.04, 12.05, 13.01, 13.02, 13.03, 13.04, 103.14, 103.15, 103.16, 104, and 105. Some addresses were incomplete or were located outside the Santa Fe Urban Area, and so we excluded those from the map.

2017-2019 eviction filings are averaged within each census tract. We calculated the eviction filing rate by dividing the total number of eviction filings in a census by the number of renter households as reported in the 2015-2019 American Community Survey 5-year estimates.

### II. Accessible data on eviction filings is necessary to address the

## disproportionate impacts that communities of color face

In September 2020, a partner in this report at the University of New Mexico School of Law filed a request with the New Mexico Courts to access public records data on eviction filings. We received the data three months later, in December 2020, which impacted our desire to move quickly to analyze and present this information in a timely way to local decision makers. We also came to learn that this data was limited and missing three months of data for the 2020 period. We eventually were able to access a complete dataset in February 2021 through a different source and began analysis immediately.

Agencies should be collecting and reporting this public data in a way that is prompt and complete, and should include information about race/ethnicity and other key demographic factors often associated with housing insecurity, including cost of rent, household income, number of children in the home, single parent household, and disability status. This will help policymakers enact policy change and prioritize resources for vulnerable communities. Most importantly, we can ensure that those decisions address the disproportionate impacts of housing insecurity affecting communities of color and low-income communities in Santa Fe.

In addition to data that could be collected by state courts, local governments could also develop data collection systems that shed more light on the status of health and safety code compliance, records of rental agreements, and trends in rental rates.

## Appendix B

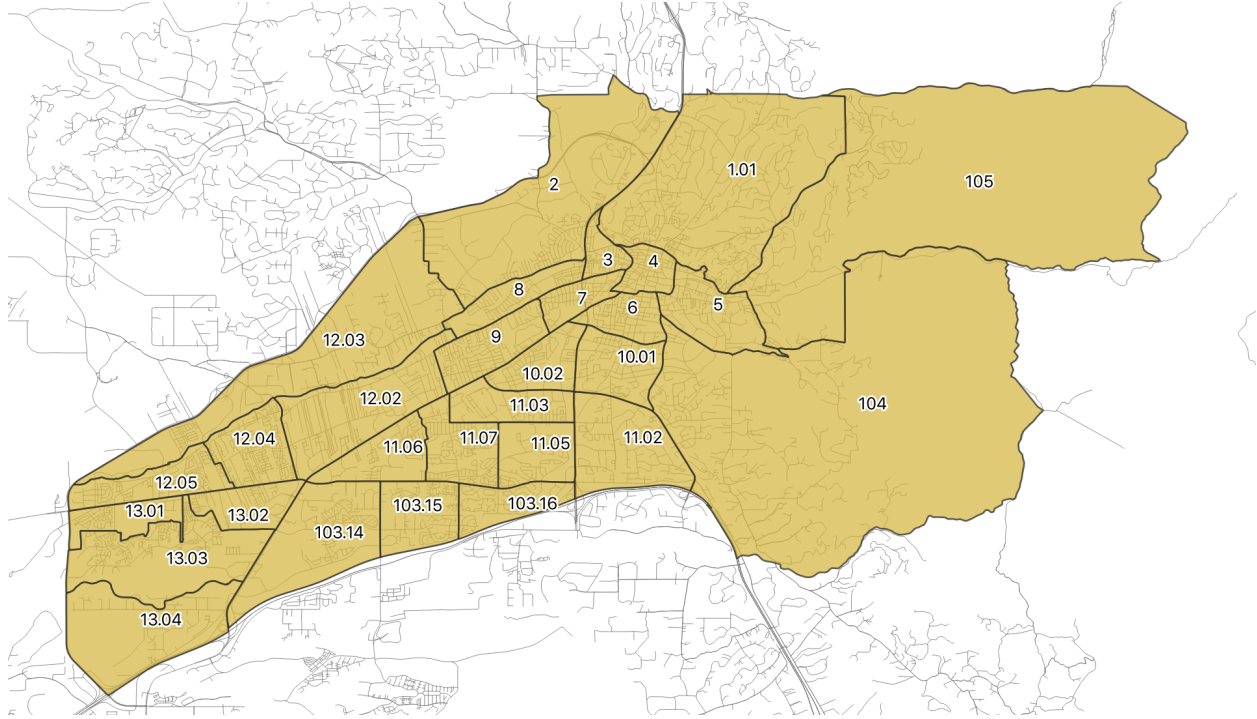
Table 1. Explanation of terms used in landlord-tenant filings in New Mexico

<b>Type of Filing</b>	<b>What it means</b>
Breach of contract	Tenant violated a rule or regulation in the rental agreement (e.g., excess occupancy, property use or damage, pet violation)
Debt and money due (non-rent)	Tenant owes debt to landlord for expenses other than rent (e.g., association fees, shared utilities)
Landlord tenant (resident)	Tenant initiates legal action against the landlord (e.g., landlord breached contract, landlord failed to return deposit)
Landlord tenant restitution	Either party seeks to claim occupancy of the dwelling (e.g., landlord terminates agreement with no stated cause; tenant seeks to remedy wrongful, “self-help” eviction by landlord)
Non payment of rent	Tenant owes rent to landlord
Other damages	Either party seeks financial compensation (e.g., Tenant for diminution of services, discrimination, or civil rights violations; Landlord for property damage outside ‘normal wear-and-tear’)

## Appendix C

Figure 9. Census tracts in Santa Fe

Source: American Community Survey 2019 5-year estimates



## Appendix D

Table 2

Table 2. Top 10 census tracts with highest rate of eviction filings, 2020 and 2017-2019

Census tract	2020 eviction filing rate/100	2017-2019 avg eviction filing rate/100	% Difference	% Hispanic	Median household income (2019 ACS data)	% Below poverty line (2019 ACS data)
<i>Santa Fe</i>	1.50	3.04	-50.7%	55%	\$57,972	13.5%
11.03 Midtown Campus	6.3	11.9	-47.1%	51%	\$56,050	16.9%
103.14 Cerrillos Rd./Gov. Miles Rd.	4.7	1.4	+235.7%	59%	\$69,118	7.6%
13.03 Tierra Contenta	4.4	7.8	-43.6%	65%	\$61,534	8.7%
10.02 Hopewell/Mann	3.7	5.7	-35.1%	60%	\$34,019	21.4%
12.02 Siler Rd./Rufina St.	3.7 3.6	6.1	-39.3%	81%	\$32,153	14.1%
103.16 Zia Rd./St. Francis Dr.	3.3	1.1	+200.0%	35%	\$97,788	7.2%
9 Casa Alegre	2.87	3.15	-8.9%	55%	\$62,135	13.7%
11.06 Camino Carlos Rey/Cerrillos Rd./Rodeo Rd.	2.49	3.17	-21.5%	68%	\$46,594	26.6%
13.02 Airport Rd./Jaguar	2	8.1	-75.3%	73%	\$48,421	16.6%

Dr./Cerrillos Rd.						
11.07 Rodeo Rd. Yucca St.	1.24	3.71	-66.6%	60%	\$58,676	7.6%
12.05 Airport Rd./South Meadows Rd./Hwy. 599	1.2	6.6	-81.8%	88%	\$47,257	17.5%

Data sources: ACS 2019 5-year estimates, New Mexico Administrative Office of the Courts (2021)

# Beyond Recovery

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

PolicyLink



August 2021



# **Beyond Recovery**

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

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

# Acknowledgments

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

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

**Cover photo:** courtesy of Chainbreaker Collective.

©2021 PolicyLink. All rights reserved.

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

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

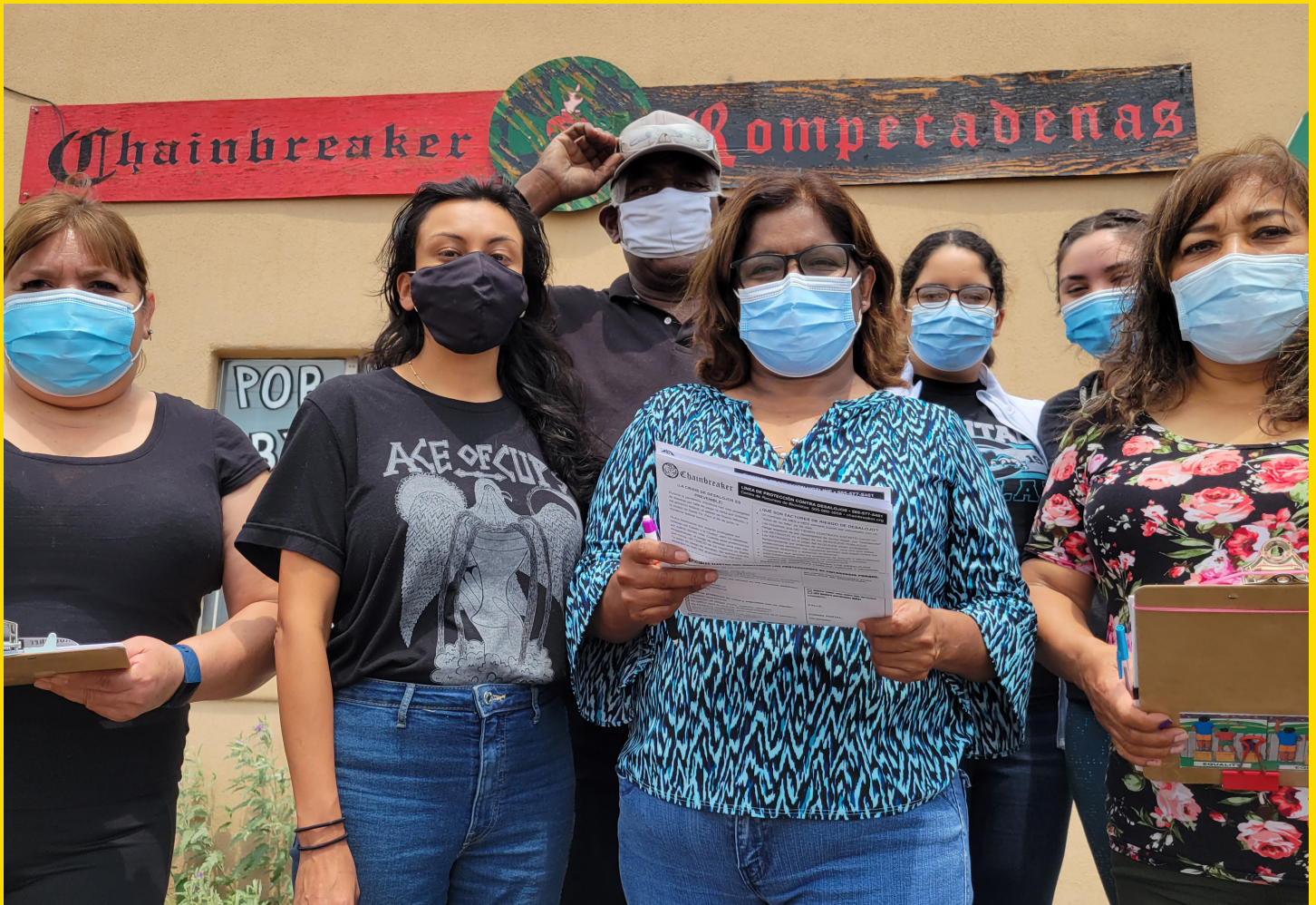
**Right To The City Alliance (RTTC)** emerged in 2007 with a strong and powerful vision to 1) halt the displacement of low-income people; Black, Indigenous, and people of color; LGBTQ communities; and youth of color, and 2) protect and expand affordable housing in tandem with a broader movement to build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

# Contents

<b>1.0</b>	<b>Introduction</b>	page 5
<b>2.0</b>	<b>Pandemic-Related Evictions in Santa Fe</b>	page 7
<b>3.0</b>	<b>Policy Solutions from Pandemic Relief to a Transformative Housing System</b>	page 10
	Stop evictions during the pandemic	page 11
	Prevent a flood of evictions when the moratoria lift	page 14
	Codify tenant protections for long-term stability	page 16
	Build toward a transformative housing system	page 19
<b>4.0</b>	<b>Conclusion</b>	page 23
<b>5.0</b>	<b>Appendixes: Model Ordinances</b>	page 25
	Prohibition of owner retaliation	page 25
	Provision of legal counsel during eviction proceedings	page 25
	Just cause eviction	page 26
	Source of income nondiscrimination	page 26
<b>6.0</b>	<b>Notes</b>	page 27

# 1.0 Introduction

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



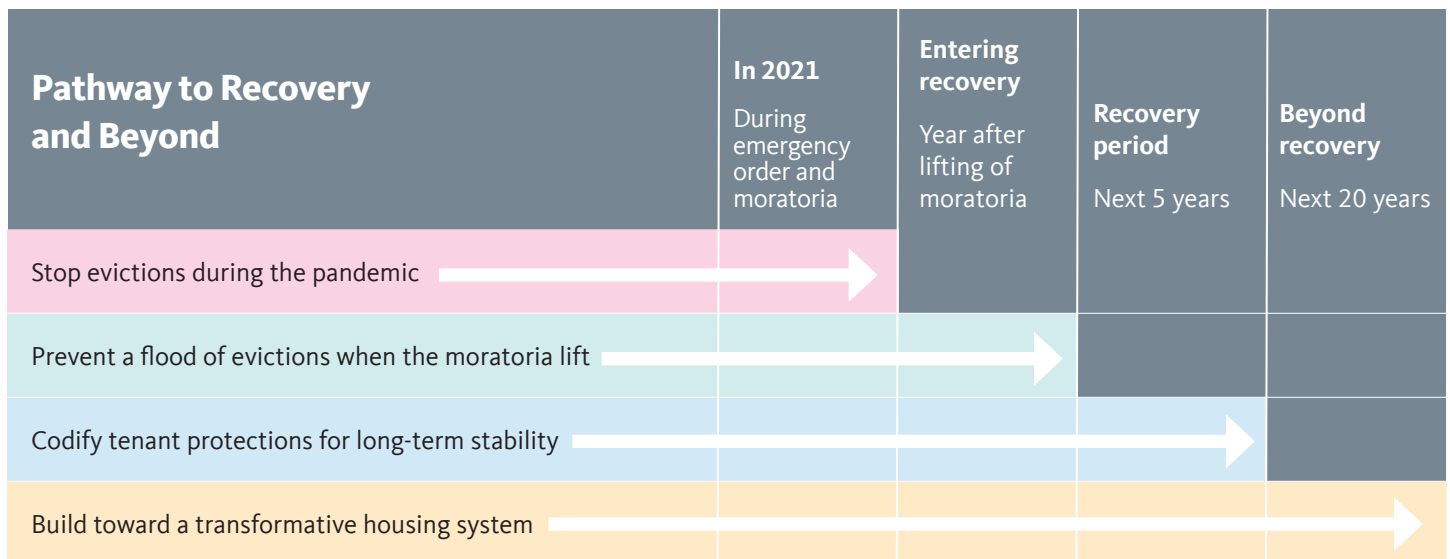
This report is the third and final in a series examining the health impacts of the escalating eviction crisis in Santa Fe, New Mexico. The first two reports, co-authored by Human Impact Partners and Chainbreaker Collective, describe Santa Fe’s housing insecurity before Covid-19, the experiences of residents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

Highlights from the previously published briefs include the following:

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

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

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



2.0

# Pandemic-Related Evictions in Santa Fe



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

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

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

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

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

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

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

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

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

### 3.0

# Policy Solutions from Pandemic Relief to a Transformative Housing System

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



## Stop evictions during the pandemic

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

Several challenges are leading to evictions right now:

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

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

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

Continuing the moratoria on evictions for as long as possible will save lives, keep people housed, and allow time for deliberate and thoughtful transitions to recovery and beyond, including distribution of rental assistance. In the face of the July 31, 2021, expiration of the federal eviction moratorium, California, [Seattle](#), and [San Francisco](#) extended their moratoria at least through September 30, 2021.<sup>11</sup>

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

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

## Strengthen the existing Santa Fe eviction moratorium

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

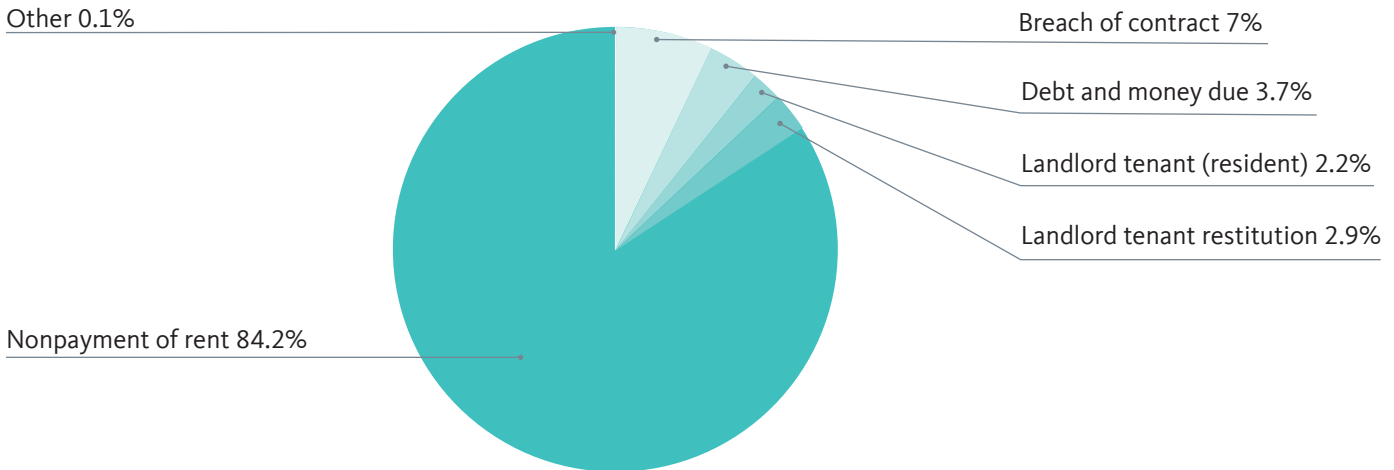
New Mexico allows a “no-fault” eviction process, and this type of filing—known as “landlord tenant restitution”—[increased seven-fold](#) during the pandemic compared to previous years. Moreover,

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

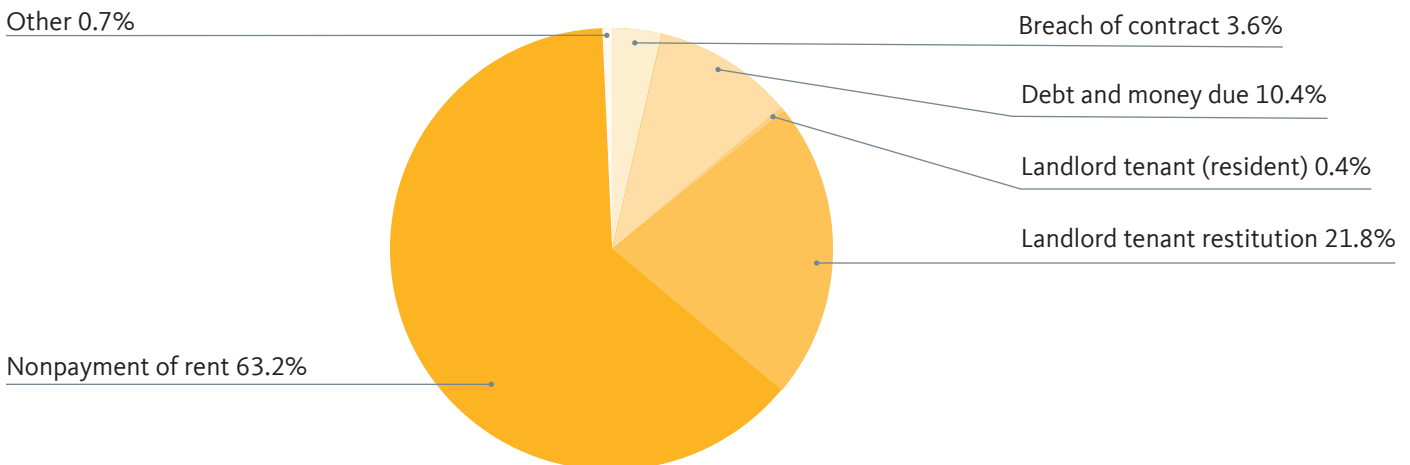
The city’s moratorium can and should be expanded to cover no-fault evictions; lease nonrenewals; informal rental agreements; failure to pay for services; and some violations of lease agreements that do not threaten personal life or safety, such as violations of occupancy or pet agreements or nuisance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

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

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



Major causes of eviction filings, 2020



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

## Shift to civil enforcement for the existing eviction moratorium

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

## Fund eviction prevention/tenants' rights hotline and outreach

The need for ongoing outreach and organizing around renters' rights and eviction prevention will last long after the Covid-19 emergency subsides. The mayor and city council took a critical first step this year in approving \$75,000 for an eviction hotline and mediation services for tenants and an additional \$75,000 for Spanish-language translation services in the recently approved [budget](#) for 2021–2022.<sup>16</sup> These allocations should become regular items in future budgets and be expanded further. Funding for outreach should include funding for community-based organizations to conduct direct community engagement with the people most vulnerable to eviction.

## Provide regularly updated court eviction data

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

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

### Anti-Eviction Mapping Project

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

## Prevent a flood of evictions when the moratoria lift

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

### Forgive city water utility debt

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

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

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

### Philadelphia Water Utilities Tiered Assistance Program

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

### Address the accumulation of back rent and fees

As of June 2021, Santa Fe County residents [owe an average of \\$3,400](#) in back rent due to Covid-19, according to the National Equity Atlas estimates based on US Census Household Pulse Data.<sup>23</sup> This debt is greater than any other county in New Mexico. Nationally, renters, who are predominantly people of color, hold [\\$20 billion in debt](#). In contrast, homeowners, who are predominantly White, saw a [\\$1.9 trillion increase](#) in their home equity between the first quarter of 2020 and the first quarter of 2021.<sup>24</sup> In New Mexico, the average homeowner gained [\\$26,000 in home equity](#) in the last year.<sup>25</sup> While Congress has approved more than \$46 billion in rent relief in the last year, only [a tiny fraction has actually reached tenants](#).<sup>26</sup>

Before the eviction moratoria lift, the city should plan to address back rent and fees. First, any unpaid rent and fees should be converted permanently to consumer debt so that it cannot be the cause for eviction; [California](#) has done this for all rent debt accrued between March and August 2020 and for 75 percent of the rent debt accrued from September 2020 through September 2021 (the other 25 percent of the rent must be paid to avoid eviction).<sup>27</sup> A payback period of at least 12 months should also be implemented to allow tenants enough time to apply for and receive rental assistance or otherwise pay rent debt. Any rental assistance provided to the landlord should be conditioned on not allowing the landlord to evict the tenant for a minimum of 12 months after receiving funds. [Philadelphia](#) requires landlords to apply for rental assistance before issuing an eviction notice<sup>28</sup>; Santa Fe should pass a similar requirement.

## New York State Emergency Rental Assistance Program

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

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

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

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

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

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

## Improve existing mediation programs to avert evictions

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

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

## Codify tenant protections for long-term stability

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

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

### The Need for Long-Term Tenant Protection in Santa Fe

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

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

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

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

### Concord, California, Rental Registry Program

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

## Expand access to legal counsel during eviction proceedings

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

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

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



## Just Cause and Right to Counsel in Washington State

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

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

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

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

## Pass permanent tenant protections

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

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

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

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

## Build toward a transformative housing system

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

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

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

## Achieve community ownership

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

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

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

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

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

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

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

## Community Ownership of a Mobile Home Park in Austin, Texas

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

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

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

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

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

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

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

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

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

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

## Create a model of community ownership with the Midtown Campus project

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

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

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

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

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

## Create a development without displacement overlay district

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

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

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

## 4.0

# Conclusion

**Below:** Chainbreaker members conducting outreach.  
*(Chainbreaker Collective)*



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

## 5.0

# Appendixes: Model Ordinances

## Appendix 1: Prohibition of owner retaliation

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

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

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

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

## Appendix 2: Provision of legal counsel during eviction proceedings

### A. Definitions

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

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

### B. Provision of Counsel

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

## Appendix 3: Just cause eviction

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

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

## Appendix 4: Source of income nondiscrimination

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

## 6.0

# Notes

- 1 City of Santa Fe, New Mexico. Resolution No. 2015-65 (July 29, 2015), [https://www.santafenm.gov/archive\\_center/document/13707](https://www.santafenm.gov/archive_center/document/13707).
- 2 Teya Vitu, "Santa Fe area's median home price cracks \$600,000," *Santa Fe New Mexican*, July 2, 2021, [https://www.santafenewmexican.com/news/local\\_news/santa-fe-https://www.santafenewmexican.com/news/local\\_news/santa-fe-area-s-median-home-price-cracks-600-000/article\\_25d1dfd4-db4f-11eb-9d9e-a74af2ee9423.html](https://www.santafenewmexican.com/news/local_news/santa-fe-https://www.santafenewmexican.com/news/local_news/santa-fe-area-s-median-home-price-cracks-600-000/article_25d1dfd4-db4f-11eb-9d9e-a74af2ee9423.html) and Sean P. Thomas, "Santa Fe getting 5,000 new dwellings, but is it enough?" *Santa Fe New Mexican*, June 5, 2021, [https://www.santafenewmexican.com/news/local\\_news/santa-fe-getting-5-000-new-dwellings-but-is-it-enough/article\\_9fdea124-b1db-11eb-af92-fba6306e1c3d.html](https://www.santafenewmexican.com/news/local_news/santa-fe-getting-5-000-new-dwellings-but-is-it-enough/article_9fdea124-b1db-11eb-af92-fba6306e1c3d.html).
- 3 National Equity Atlas, "Rent Debt in America: Dashboard View," PolicyLink and the USC Equity Research Institute, accessed July 12, 2021, <https://nationalequityatlas.org/rent-debt>.
- 4 Temporary Halt in Residential Evictions to Prevent the Further Spread of Covid-19, Centers for Disease Control and Prevention, Department of Health and Human Services, 42 USC § 264 and 42 CFR § 70.2 (2021), [https://www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC\\_Eviction\\_Extension\\_Order\\_Final\\_06242021.pdf](https://www.cdc.gov/coronavirus/2019-ncov/more/pdf/CDC_Eviction_Extension_Order_Final_06242021.pdf).
- 5 The Stay of Writs of Restitution Issued under the Uniform Owner-Resident Relations Act during the Covid-19 Public Health Emergency: Order, Supreme Court of the State of New Mexico, No. 20-8500-007 (March 24, 2020), [https://www.nmcourts.gov/wp-content/uploads/2020/12/Order\\_No.\\_20\\_8500\\_007\\_Staying\\_Execution\\_of\\_Writs\\_of\\_Restitution\\_in\\_Eviction\\_Proceedings\\_3\\_24\\_20\\_-1.pdf](https://www.nmcourts.gov/wp-content/uploads/2020/12/Order_No._20_8500_007_Staying_Execution_of_Writs_of_Restitution_in_Eviction_Proceedings_3_24_20_-1.pdf) and The Stay of Writs of Restitution Issued under the Mobile Home Park Act during the Covid-19 Public Health Emergency: Order, Supreme Court of the State of New Mexico, No. 20-8500-008 (March 26, 2020), [https://www.nmcourts.gov/wp-content/uploads/2020/12/3\\_26\\_20\\_Order\\_No.\\_20\\_8500\\_008\\_Staying\\_Writs\\_of\\_Restitution\\_under\\_Mobile\\_Home\\_Park\\_Act\\_3\\_26\\_20\\_.pdf](https://www.nmcourts.gov/wp-content/uploads/2020/12/3_26_20_Order_No._20_8500_008_Staying_Writs_of_Restitution_under_Mobile_Home_Park_Act_3_26_20_.pdf).
- 6 "Clarification to Prohibit Eviction of Tenants," City of Santa Fe webpage, March 18, 2020, [https://www.santafenm.gov/news/detail/clarification\\_to\\_prohibit\\_eviction\\_of\\_tenants](https://www.santafenm.gov/news/detail/clarification_to_prohibit_eviction_of_tenants).
- 7 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: Successes and Limitations of Moratoria to Keep People Housed and Healthy in Santa Fe* (Oakland, CA and Santa Fe, NM: Human Impact Partners and Chainbreaker Collective, April 2021), <https://humanimpact.org/wp-content/uploads/2021/04/Final-Part-II-Evictions-in-the-COVID-19-Era-Successes-and-limitations-of-moratoria-to-keep-people-housed-and-healthy-in-Santa-Fe.pdf>.
- 8 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: Successes and Limitations of Moratoria*.
- 9 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: Successes and Limitations of Moratoria*.
- 10 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: Successes and Limitations of Moratoria*.
- 11 Daniel Beekman and Heidi Groover, "Seattle Mayor Jenny Durkan is extending the city's COVID-19 eviction moratorium through September," *The Seattle Times*, June 18, 2021, <https://www.seattletimes.com/seattle-news/politics/seattle-mayor-jenny-durkan-is-extending-the-citys-covid-19-eviction-moratorium-through-september/> and Emma Talley and Mallory Moench, "S.F. could protect renters against eviction even after state moratorium ends," *San Francisco Chronicle*, May 26, 2021, <https://www.sfchronicle.com/local-politics/article/S-F-poised-to-extend-eviction-moratorium-to-16202381.php>.
- 12 Michael Casey, "Race is on to get rental assistance out to avert evictions," *Santa Fe New Mexican*, July 4, 2021, [https://www.santafenewmexican.com/ap/race-is-on-to-get-rental-assistance-out-to-avert-evictions/article\\_c239637b-ed92-5777-9a54-b6dfa4c6017f.html](https://www.santafenewmexican.com/ap/race-is-on-to-get-rental-assistance-out-to-avert-evictions/article_c239637b-ed92-5777-9a54-b6dfa4c6017f.html).
- 13 Daniel J. Chacón, "New Mexico rent assistance program's marketing budget surpasses aid so far," *Santa Fe New Mexican*, May 21, 2021, [https://www.santafenewmexican.com/news/local\\_news/new-mexico-rent-assistance-program-s-marketing-budget-surpasses-aid-so-far/article\\_2e6a1076-ba3e-11eb-be47-df502a69dea5.html](https://www.santafenewmexican.com/news/local_news/new-mexico-rent-assistance-program-s-marketing-budget-surpasses-aid-so-far/article_2e6a1076-ba3e-11eb-be47-df502a69dea5.html).
- 14 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: Successes and Limitations of Moratoria*.
- 15 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: Successes and Limitations of Moratoria*.
- 16 "Budget Division," City of Santa Fe webpage, accessed July 12, 2021, [https://www.santafenm.gov/budget\\_1](https://www.santafenm.gov/budget_1).
- 17 Anti-Eviction Mapping Project [webpage], accessed July 12, 2021, <https://antievictionmap.com/>.
- 18 "Emergency Rental Assistance Program," U.S. Department of the Treasury webpage, accessed July 12, 2021, <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program> and "Low Income Household Water Assistance Program (LIHWAP)," Office of Community services, U.S. Department of Health and Human Services, accessed July 12, 2021, <https://www.acf.hhs.gov/ocs/programs/lihwap>.

- 19 “Mayor Announces Updates to Emergency Proclamation – Effective Wednesday, March 19;” City of Santa Fe webpage, March 18, 2020, <https://www.santafenm.gov/news/detail/mayor-announces-updates-to-emergency-proclamation-effective-we>.
- 20 “Water bill customer assistance,” City of Philadelphia webpage, accessed July 12, 2021, <https://www.phila.gov/services/water-gas-utilities/pay-or-dispute-a-water-bill/water-bill-customer-assistance/>.
- 21 Emily Nonko, “How Philadelphia Has Tried to Address Water Debt,” *Next City*, September 1, 2020, <https://nextcity.org/daily/entry/how-philadelphia-has-tried-to-address-water-debt>.
- 22 Pat Ralph, “Philadelphia Water Department extends service shutoff ban until April 2022,” *Philly Voice*, March 9, 2021, <https://www.phillyvoice.com/philadelphia-water-department-service-shutoff-moratorium-april-2022/>.
- 23 National Equity Atlas, “Rent Debt in America.”
- 24 National Equity Atlas, “Rent Debt in America” and “Homeowner Equity Insights,” CoreLogic website, June 10, 2021, <https://www.corelogic.com/intelligence/homeowner-equity-insights/>.
- 25 “Homeowner Equity Insights,” CoreLogic.
- 26 Jason DeParle, “Federal Aid to Renters Moves Slowly, Leaving Many at Risk,” *The New York Times*, April 25, 2021, <https://www.nytimes.com/2021/04/25/us/politics/rental-assistance-pandemic.html>.
- 27 “California eviction protections during the Covid-19 Pandemic,” ACCE Action website, accessed July 12, 2021, <https://www.acceaction.org/covidevictionprotections>.
- 28 Taylor Allen, “What landlords and tenants need to know about Philly’s new eviction rules,” *WHYY*, April 1, 2021, <https://whyy.org/articles/here-is-what-landlords-and-tenants-need-to-know-about-phillys-new-eviction-rules/>.
- 29 Housing Justice For All, “We Won a Strong Rent Relief Program, But More Must Be Done to Protect Tenants and Homeless New Yorkers: Housing Justice For All Responds to State Budget,” *News* (New York: Housing Justice for All, April 7, 2021), <https://housingjusticeforall.org/we-won-a-strong-rent-relief-program-but-more-must-be-done-to-protect-tenants-and-homeless-new-yorkers-housing-justice-for-all-responds-to-state-budget/>.
- 30 New Mexico Department of Finance & Administration [website], accessed July 12, 2021, <https://www.nmdfa.state.nm.us/> and Emergency Rental Assistance Program [website], accessed July 12, 2021, <https://www.renthelpnm.org/>.
- 31 Chacón, “New Mexico rent assistance program’s marketing budget surpasses aid so far”.
- 32 T.S. Last, “Santa Fe signs on to a guaranteed income program,” *Albuquerque Journal*, June 15, 2021, <https://www.abqjournal.com/2400456/santa-fe-signs-on-to-guaranteed-income-program.html>.
- 33 Brittany Valentine, “Eviction without mediation? Not in Philly, as Municipal Court backs diversion program,” *Al Dia News*, April 2, 2021, <https://aldianews.com/articles/politics/eviction-without-mediation-not-philly-municipal-court-backs-diversion-program>.
- 34 Housing Discrimination Changes, HB 111, New Mexico Legislature, 55th Regular Session (2021), <https://www.nmlegis.gov/Legislation/Legislation?Chamber=H&LegType=B&LegNo=111&year=21>.
- 35 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: A Threat to Family and Community Health in Santa Fe* (Oakland, CA and Santa Fe, NM: Human Impact Partners and Chainbreaker Collective, December 2020), [https://humanimpact.org/wp-content/uploads/2020/12/Eviction-in-the-COVID-19-Era-A-Threat-to-Family-and-Community-Health-in-Santa-Fe-12.2020.HIP\\_.pdf](https://humanimpact.org/wp-content/uploads/2020/12/Eviction-in-the-COVID-19-Era-A-Threat-to-Family-and-Community-Health-in-Santa-Fe-12.2020.HIP_.pdf).
- 36 Data provided by the National Equity Atlas ([nationalequityatlas.org](http://nationalequityatlas.org)), which analyzed 2019 5-Year American Community Survey Integrated Public Use Microdata Series.
- 37 “Tool 1: Rental Registration and Licensing,” Center for Community Progress webpage, accessed July 12, 2021, <https://www.communityprogress.net/tool-1--rental-registration--licensing-pages-207.php>.
- 38 City News Service, “Concord Rent Registry Program Approved to Track Rentals,” *Patch*, January 16, 2021, <https://patch.com/california/concord-ca/concord-rent-registry-program-approved-track-rentals>.
- 39 Jamila Michener, *The Case for a Right to Counsel in Housing Court* (Data for Progress website, July 2020), <https://www.filesforprogress.org/memos/right-to-counsel-in-housing-court.pdf>.
- 40 “Immigration Committee,” City of Santa Fe webpage, accessed July 12, 2021, [https://www.santafenm.gov/immigration\\_committee](https://www.santafenm.gov/immigration_committee).
- 41 Legal Services Use Fed. Funds for Tenant Rep/Right to Counsel,” National Coalition for a Civil Right to Counsel webpage, May 7, 2021, [http://civilrighttocounsel.org/major\\_developments/1463](http://civilrighttocounsel.org/major_developments/1463).
- 42 AP staff, “Washington governor signs bill requiring ‘just cause’ eviction,” *OPB*, May 10, 2021, <https://www.opb.org/article/2021/05/10/wash-governor-signs-bill-requiring-just-cause-eviction/> and Sydney Brownstone and Heidi Groover, “Washington becomes first state to guarantee lawyers for low-income tenants during evictions,” *The Seattle Times*, April 23, 2021, <https://www.seattletimes.com/seattle-news/homeless/washington-becomes-first-state-to-guarantee-lawyers-for-low-income-tenants-during-evictions/>.
- 43 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: A Threat to Family and Community Health in Santa Fe*.
- 44 City of Portland, “Portland Landlord-Tenant Law Training,” City of Portland webpage, accessed July 12, 2021, <https://www.portland.gov/phb/rental-services/trainings> and “Renter protections,” City of Minneapolis webpage, accessed July 12, 2021, <https://www2.minneapolismn.gov/government/departments/reg-services/renter-protections/>.
- 45 Housing Discrimination Changes, HB 111, New Mexico Legislature.

- 46 All-In Cities Toolkit, “Just cause,” PolicyLink webpage, accessed July 12, 2021, <https://allincities.org/toolkit/just-cause>.
- 47 Mobile Home Parks, New Mexico, Ch 47, Article 10, NMSA 1978, <https://nmonesource.com>.
- 48 “State and Local Source-of-Income Nondiscrimination Laws: Protections that Expand Housing Choice and Access (PRRAC, Updated April 2021),” Poverty & Race Research Action Council webpage, April 29, 2021, <https://prrac.org/appendixb/>.
- 49 Lance Freeman, *The Impact of Source of Income Laws on Voucher Utilization and Locational Outcomes* (Washington, DC: U.S. Department of Housing and Urban Development Office of Policy Development and Research, February 2011), [https://www.huduser.gov/publications/pdf/Freeman\\_ImpactLaws\\_AssistedHousingRCR06.pdf](https://www.huduser.gov/publications/pdf/Freeman_ImpactLaws_AssistedHousingRCR06.pdf).
- 50 Housing Discrimination Changes, HB 111, New Mexico Legislature.
- 51 Mandatory Renter Relocation Assistance,” City of Portland webpage, accessed July 12, 2021, <https://www.portland.gov/phb/rental-services/renter-relocation-assistance> and Rent Stabilization Board, “Process for Withdrawing Residential Rental Property from the Rental Housing Market,” City of Berkeley, accessed July 12, 2021, [https://www.cityofberkeley.info/Rent\\_Stabilization\\_Board/Home/Ellis\\_Explanation\\_of\\_Required\\_Conditions\\_and\\_Owner\\_Obligations.aspx](https://www.cityofberkeley.info/Rent_Stabilization_Board/Home/Ellis_Explanation_of_Required_Conditions_and_Owner_Obligations.aspx).
- 52 Human Impact Partners and Chainbreaker Collective, *Evictions in the Covid-19 Era: A Threat to Family and Community Health in Santa Fe*.
- 53 Cody Nelson, “As a ‘Zoom boom’ brings the wealthy to Santa Fe, locals are getting priced out,” *The Guardian*, January 29, 2021, <https://www.theguardian.com/us-news/2021/jan/29/santa-fe-new-mexico-zoom-boom-housing>.
- 54 Emily Thaden and Greg Rosenberg, “Outperforming the Market: Delinquency and Foreclosure Rates in Community Land Trusts,” *Land Lines*, 22, no. 4, pp. 2-7 (October 2010), <https://www.lincolnst.edu/publications/articles/outperforming-market>.
- 55 Human Impact Partners, *Health, Healing, and Housing in Santa Fe: A research brief on community land trusts, Midtown, and a vision for post-pandemic development*, September 2020, <https://humanimpact.org/wp-content/uploads/2020/09/HIP-Health-Healing-and-Housing-in-Santa-Fe-09-2020.pdf>.
- 56 PolicyLink, *Housing Justice Opportunities in the American Rescue Plan Act* (Oakland, CA: PolicyLink, April 2021), <https://ourhomesourhealth.org/housing-justice-ops-american-rescue-plan-act>.
- 57 All-In Cities Toolkit, “Tenant/community opportunity to purchase,” PolicyLink webpage, accessed July 12, 2021, <https://allincities.org/toolkit/tenant-community-opportunity-to-purchase>.
- 58 Audrey McGlinchy, “Residents of North Austin mobile home park now own the land they live on,” *Austin Monitor*, June 1, 2020, <https://www.austinmonitor.com/stories/2020/06/residents-of-north-austin-mobile-home-park-now-own-the-land-they-live-on/>.
- 59 Mobile Home University [webpage], accessed July 12, 2021, <https://www.mobilehomeuniversity.com/>.
- 60 Sean P. Thomas, “What’s next for Santa Fe’s midtown project?” *Santa Fe New Mexican*, January 22, 2021, [https://www.santafenewmexican.com/news/local\\_news/what-s-next-for-santa-fes-midtown-project/article\\_5c75637c-5ccd-11eb-8d16-3b9fdf2a0618.html](https://www.santafenewmexican.com/news/local_news/what-s-next-for-santa-fes-midtown-project/article_5c75637c-5ccd-11eb-8d16-3b9fdf2a0618.html).
- 61 Sawmill Community Land Trust [webpage], accessed July 12, 2021, <https://www.sawmillclt.org/>; “Market Creek Plaza,” Jacobs Center for Neighborhood Innovation webpage, accessed July 12, 2021, <https://www.jacobscenter.org/shopmcp/>; New Communities, Inc. [webpage], accessed July 12, 2021, <https://www.newcommunitiesinc.com/>; and “Regenerative Community Development,” Thunder Valley CDC webpage, accessed July 12, 2021, <https://thundervalley.org/program-guide/regenerative-community-development>.
- 62 TRD Staff, “City will draw up ‘anti-displacement zone’ ordinance,” *The Real Deal*, November 14, 2019, <https://therealdeal.com/la/2019/11/14/city-will-draw-up-anti-displacement-zone-ordinance/> and “Special Protection Zones,” Action for Equity webpage, accessed July 12, 2021, <https://www.action4equity.org/special-protection-zones.html>.

**PolicyLink**



**Lifting Up What Works®**

**Headquarters**

1438 Webster Street  
Suite 303  
Oakland, CA 94612  
t (510) 663-2333  
f (510) 663-9684

**Communications**

75 Broad Street  
Suite 701  
New York, NY 10004  
t (212) 629-9570

**Washington, DC**

1301 K Street NW  
Suite 300W-414  
Washington, DC 20005

**[www.policylink.org](http://www.policylink.org)**

Facebook: /PolicyLink  
Twitter: @policylink  
Instagram: @policylink

1500 5th St. #12  
Santa Fe, NM 87505  
t (505) 989-3858

**[www.chainbreaker.org](http://www.chainbreaker.org)**

Facebook: /chainbreakersf  
Twitter: @chainbreakersf  
Instagram: @chainbreakersf

Right To The City Alliance  
388 Atlantic Ave, 2nd Fl  
Brooklyn, NY 11217  
(844) RTT.CITY (788.2489)

**[righttothecity.org](http://righttothecity.org)**

Facebook: /RTCalliance  
Twitter: @ourcityRTTC  
Instagram: @ourcityRTTC