City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
MAY 02, 2022
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.
Join on Zoom: https://santafenm-gov.zoom.us/j/85034172931
By Phone: **312 626 6799 – Webinar ID: 850 3417 2931**
Agenda: The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
    a. Budget Hearings – April 13, 2022
    b. Budget Hearings – April 14, 2022

c. Budget Hearing Minutes – April 19, 2022

d. Budget Hearings – April 20, 2022

e. Budget Hearings – April 21, 2022

f. Budget Hearings – April 26, 2022

6. **ACTION ITEMS: CONSENT**

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera, Councilor Villarreal)
A Resolution Requesting a Time Extension for a Local Government Transportation Fund Grant Agreement From the New Mexico Department of Transportation Identified as Control Number LP50008 for the Planning, Design, and Pavement Rehabilitation of Guadalupe St. Bridge. (Romella Glorioso-Moss, Sr. Project Administrator, rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for Approval of Amendment No. 1 to a Local Government Transportation Fund Grant Agreement (Item #20-0095) with the New Mexico Department of Transportation for the Planning, Design, and Pavement Rehabilitation of LP50008 Guadalupe St. Bridge Rehabilitation Project. Amendment is for Extension of Agreement Term Only to June 30, 2023 and no Additional Funding.

Committee Review:
Introduced: 04/13/2022
Public Works and Utilities Committee: 04/25/2022
Finance Committee: 05/2/2022
Governing Body: 05/11/2022

b. Request for the Approval of Amendment No. 5 to the PSA with Vladimir Jones (PRACO) in the Total Amount of $300,000.00 for Advertising Agency Services for TOURISM Santa Fe for FY22; (Randy Randall, rrandall@santafenm.gov, 505-955-6209).

Committee Review:
Quality of Life: 4/20/22
Finance Committee: 5/2/22

Public Works and Utilities Committee: 5/9/2022
Governing Body: 5/11/22

c. Request for Approval of the 2022-2023 Annual Action Plan, first draft, required to be submitted annually to the Department of Housing and Urban Development as a condition to the City's Community Development Block Grant. (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov)

Committee Review:
Community Development Commission: 4/6/2022
Public Works Committee: 4/25/2022
Finance Committee: 5/2/2022
Quality of Life Committee: 5/42022
Santa Fe City Council Public Hearing: 5/11/2022

d. Request for Approval of a Professional Services Agreement with Excel Staffing Companies, for On-Call Staffing Services in the Amount not to exceed $4,000,000 over Four Years Inclusive of NMGRT. (Melissa McDonald, Parks and Open Spaces Division Director, mamcdonald@santafenm.gov, 505-303-9502)

Committee Review:
Public Works & Utilities Committee: 04/25/2022
Finance Committee: 05/02/2022
Governing Body: 05/11/2022

e. Request for Approval of Award and Acceptance of Reoccurring Federal Planning Funding Section 112 (FHWA) and Section 5303 (FTA) for Federal Fiscal Year 2022 in the Amount of $297,083 for the Annual Operations of the Santa Fe MPO. (Erick Aune, Santa Fe MPO Officer ejaune@santafenm.gov, 505.330.8483).
Committee Review:
Public Works/Utilities Committee: 4/11/2022
Finance Committee: 5/02/2022
Governing Body: 5/11/2022

f. Request for Approval of Amendment No. 1 to the Price Agreement with Sub Surface Contracting # 21-0378 removing the Fiscal Year cap of $250,000

and replacing it with a total contract amount of $1,000,000 for the entire 4 year term of the contract. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 505-955-4273)

Committee Review:
Public Works and Utilities Committee: 04/25/2022
Finance Committee: 05/02/2022
Governing Body: 05/11/2022

g. Request for Approval of Contract Between the City of Santa Fe and Thompson Reuters for Online Legal Research Subscription Services in the Amount of $204,000. (Marcos D. Martinez, Senior Assistant City Attorney, mdmartinez@santafenm.gov, 505-955-6512)

Committee Review:
Finance Committee: 05/02/2022
Governing Body: 05/11/2022

h. Request Approval of Partial Release of Mortgage between the City of Santa Fe and Tierra Contenta Corporation (TCC) Mortgage to facilitate the sale of Tract 53A to to the Housing Trust. (Alexandra Ladd, Director of Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346)

Committee Review:
Finance Committee: 5/2/2022
Quality of Life Committee: 5/4/2022
Public Works Committee: 5/9/2022
Governing Body: 5/112022

i. Request Approval of Amendment No. 1 of the Amended Mortgage Agreement for Tierra Contenta which Authorizes the City Manager to grant Releases and Partial Releases of the Mortgage on behalf of the City in order to Facilitate Land Sales for Phase 3 Development of Tierra Contenta (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346)

Committee Review:
Finance Committee: 5/2/2022
Quality of Life Committee: 5/4/2022
Public Works Committee: 5/9/2022
Governing Body: 5/11/2022

j. Request for Approval of Source Well Contract # 022818-EOI Emergency Vehicles, Fire Trucks & Equipment Sub Part #113021-RVG-1 in amount of $1,194,852.00 for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle Apparatus Truck from E-One Inc. (Brian Moya, Fire Chief, bjmoya@santafenm.gov, 955-3111; Mark Baca, Airport Director, mdbaca@santafenm.gov, 670-3232; Daniel Garcia, Fire Fleet Manager, dagarcia@santafenm.gov, 231-8561)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,194,852 for the purchase of the Aircraft Rescue and Fire Fighting (ARFF) Vehicle Apparatus from E-One Inc.

Committee Review:
Finance Committee: 5/2/2022
Public Works and Utilities Committee: 5/9/2022
Governing Body: 5/11/2022

k. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2021/2022. (Andy Hopkins, Budget Officer: ajhopkins@santafenm.gov, 955-6177)

Committee Review:
Introduced: 04/27/22
Finance Committee: 05/02/22
Quality of Life Committee: 05/04/22
Public Works and Utilities Committee: 05/09/22
Governing Body: 05/11/22

7. PRESENTATION

a. FY21 Audit Status Update (Alexis Lotero, Assistant Finance Director, Ricky Bejarano, Accounting Officer)

8. INTRODUCTION OF LEGISLATION

a. CONSIDERATION OF BILL NO. 2022-__. (Councilwoman Villarreal)
An Ordinance Amending Section 23-5.2 to Permit up to Ten (10) Small Commercial Events on the Plaza. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Introduced: 05/02/22 (Finance Committee)
Governing Body (Public Comment): 05/11/22
Finance Committee: 05/16/22
Public Works and Utilities Committee: 05/23/22
Governing Body (Public Hearing): 05/25/22

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Monday, May 16, 2022**

13. **ADJOURN**

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

City of Santa Fe

MINUTES

SPECIAL FINANCE COMMITTEE / BUDGET HEARINGS MEETING
APRIL 13, 2022
AT 1:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started 1:06 pm

2. ROLL CALL

Members Present:
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Chris Rivera
Councilor Jamie Cassutt
Councilor Renee Villarreal

Members Excused:
None

Others Attending:
Carolynn Roibal, Attendee
Mary McCoy, Attendee

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

4. CHAIR OPENING REMARKS

Councilor Romero-Wirth gave opening remarks.

5. DEPARTMENT REVIEWS

a. Community Engagement

Director Kristine Bustos-Mihelcic presented budget for the Community Engagement Department.

Councilor Romero-Wirth set aside the Community Engagement budget without taking formal action at this time. Councilor Cassutt ill-excused from remainder of today's Budget Hearings.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to postpone the Community Engagement budget until tomorrow, April 14th.

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

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

Against: None

Abstain: Councilor Villarreal

Councilor Chris Rivera requests additional information on Community Engagement budget and Councilor Villarreal request reconsideration to combine two positions in Community Engagement (Community Engagement Specialist and Volunteer Coordinator). Community Engagement budget to be revisited April 14th.

b. City Attorney

City Attorney, Erin McSherry, presented the City Attorney's budget.

Councilor Villarreal and Councilor Chris Rivera requested additional information around the proposed pay increase for the City Attorney and City Clerk.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the City Attorney budget as presented.

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

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

Against: None

Abstain: None

Councilor Cassut: excused.

c. City Manager

City Manager, John Blair presented the Budget for the City Manager.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve the budget as presented for City Manager.

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

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

Against: None

Abstain: None

d. Internal Audit

Finance Director, McCoy presented the Internal Audit budget.

MOTION: Councilor Rivera moved, seconded by Councilor Lindell, to approve the Internal Audit as presented.

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

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

Against: None

Abstain: None

e. City Council

Finance Director, McCoy presented the City Council Budget.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve the Budget for City Council as presented.

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

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

Against: None

Abstain: None

f. Mayor's Office

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve the budget for Mayor's Office as presented.

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

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

Against: None

Abstain: None

Finance Director McCoy made presentation for Mayor's Office.

Councilor Cassutt excused from 4/13 Budget Hearings.

6. **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.

Meeting adjourned 4:09 pm.

_____ _____

Liaison Chair

City of Santa Fe

MINUTES

SPECIAL FINANCE COMMITTEE / BUDGET HEARINGS MEETING
APRIL 14, 2022
AT 1:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 1:02 p.m.

2. ROLL CALL

Members Present:
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Chris Rivera
Councilor Renee Villarreal

Members Excused:
Councilor Jamie Cassutt

Others Attending:
Carolynn Roibal, Attendee
Mary McCoy, Attendee

Councilor Cassutt excused during roll call.

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve the motion to move Community Engagement Budget until next week.

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

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

Against: None

Abstain: None

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

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

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

Against: None

Abstain: None

4. **CHAIR OPENING REMARKS**

5. **DEPARTMENT REVIEWS**

a. Municipal Court

Judge Vigil and Jacqueline Baca presented the Municipal Court budget

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve the Municipal Court budget as presented.

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

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

Against: None

Abstain: None

b. ITT

Director, Manuel Gonzales presented the ITT Budget.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the ITT Budget as presented.

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

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

Against: None

Abstain: None

c. HR

HR Director, Bernadette Salazar presented the HR Budget.

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the HR Budget as presented.

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

For: Councilor Lindell, Councilor Romero-Wirth

Against: Councilor Rivera, Councilor Villarreal

Abstain: None

A motion was made to approve the HR Budget, the vote resulted in a tie vote. A decision to be made going forward on the motion.

d. Finance

Finance Director, Mary McCoy presented the Finance budget for FY 23.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the Finance Budget as presented.

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

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

Against: None

Abstain: None

6. **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.

Meeting adjourned 3:50 p.m.

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Liaison Chair

City of Santa Fe

MINUTES

SPECIAL FINANCE COMMITTEE / BUDGET HEARINGS MEETING
APRIL 19, 2022
AT 1:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 1:02 pm.

2. ROLL CALL

Members Present:
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Chris Rivera
Councilor Jamie Cassutt
Councilor Renee Villarreal

Members Excused:
None

Others Attending:
Carolynn Roibal, Attendee
Mary McCoy, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Budget Hearing agenda as amended to postpone ARPA budget until Tuesday, April 26, 2022.

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

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

Against: None

Abstain: None

4. CHAIR OPENING REMARKS

Councilor Carol Romero-Wirth gave the opening remarks.

5. DEPARTMENT REVIEWS

a. ARPA & Community Development

Director, Rich Brown presented an overview of the Community Development Budget.
Director, Alexandra Ladd presented the Affordable Housing Budget.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the Affordable Housing Budget within the Community Development budget as presented.

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

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

Against: None

Abstain: None

Director Pauline Kanako Kamiyama presented the Arts and Culture Budget.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the Arts and Culture Budget as presented.

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

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

Against: None

Abstain: None

Director, Rich Brown presented the Economic Development budget within the Community Development Department.

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Budget for Economic Development within the Community Development Department as presented.

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

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

Against: None

Abstain: None

Director, Jason Kluck presented the Planning and Land Use Budget.

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Planning and Land Use Budget as amended for Neighborhood Planning to combine into one item $250K and $100k for neighborhood and downtown phase planning and hash out when contract when it comes to them.

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

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

Against: None

Abstain: None

Director, Randy Randall presented the Tourism Department Budget.

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

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

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

Against: None

Abstain: None

6. **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.

Meeting adjourned 3:59 p.m.

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Liaison Chair

City of Santa Fe

MINUTES

SPECIAL FINANCE COMMITTEE / BUDGET HEARINGS MEETING
APRIL 20, 2022
AT 1:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 1:04 pm

2. ROLL CALL

Members Present:
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Chris Rivera
Councilor Jamie Cassutt
Councilor Renee Villarreal

Members Excused:
Mayor Alan Webber

Others Attending:
Carolynn Roibal, Attendee
Mary McCoy, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Budget Hearing agenda as presented.

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

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

Against: None

Abstain: None

4. CHAIR OPENING REMARKS

Councilor Romero-Wirth gave the opening remarks.

5. DEPARTMENT REVIEWS

a. Public Works

Director, Regina Wheeler presented an overview of the Public Works Department Budget.

Sam Burnett presented the Public Works Department Administration Budget.

Mark Baca presented the Airport Budget within the Public Works Department.

Sam Burnett presented the Facilities Budget for the Public Works Department.

Noel Correia presented the Parking Budget for Public Works.

Melissa McDonald presented the Parks Budget for Public Works Department.

Director Regina Wheeler and Thomas Martinez presented the Streets Division Budget for Public Works Department.

Thomas Martinez presented the Transit Budget for Public Works Department.

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the Public Works Budget as presented.

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

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

Against: None

Abstain: None

b. Human Resources

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the HR Budget as presented.

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

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

Against: None

Abstain: Councilor Villarreal

c. Community Engagement / City Clerk

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Community Engagement budget as presented.

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

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

Against: None

Abstain: None

6. **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.

Meeting adjourned 4:33 p.m.

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Liaison Chair

City of Santa Fe

MINUTES

SPECIAL FINANCE COMMITTEE / BUDGET HEARINGS MEETING
APRIL 21, 2022
AT 1:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 1:03 pm.

2. ROLL CALL

Members Present:
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Chris Rivera
Councilor Jamie Cassutt
Councilor Renee Villarreal

Members Excused:
None

Others Attending:
Carolynn Roibal, Attendee
Mary McCoy, Attendee

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

4. CHAIR OPENING REMARKS

Councilor Romero-Wirth presented opening remarks.

5. DEPARTMENT REVIEWS

a. Community Health & Safety

Director Kyra Ochoa , presented overview of Community Health and Safety Community Service Department.

Director Maria Sanchez-Tucker presented the Community Services Budget for Community Health and Safety Department.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the Community Services Budget as presented.

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

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

Against: None

Abstain: None

Director Ochoa, presented the Recreation Budget for Community Health and Safety Department.

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Recreation Budget for the Community Health and Safety Department as presented.

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

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

Against: None

Abstain: None

Director Brian Williams presented the Emergency Management and Safety Budget for the Community Health and Safety Department.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Emergency Management Budget within the Community Health & Safety Department as presented.

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

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

Against: None

Abstain: None

Chief Brian Moya with the Santa Fe Fire Department presented the Budget within the Community Health and Safety Department.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Community Health and Safety Fire Department Budget as presented.

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

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

Against: None

Abstain: None

Chief Paul Joye presented the Police Department Budget.

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Police Department Budget as presented.

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

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

Against: None

Abstain: None

6. **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.

Meeting adjourned 4:24 pm.

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Liaison Chair

City of Santa Fe

MINUTES

SPECIAL FINANCE COMMITTEE / BUDGET HEARINGS MEETING
APRIL 26, 2022
AT 1:00 PM
VIRTUAL MEETING

1. CALL TO ORDER

Meeting started at 1:07 pm.

2. ROLL CALL

Members Present:
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Chris Rivera
Councilor Jamie Cassutt
Councilor Renee Villarreal

Members Excused:
None

Others Attending:
Carolynn Roibal, Attendee
Mary McCoy, Attendee

3. APPROVAL OF AGENDA

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

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

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

Against: None

Abstain: None

4. CHAIR OPENING REMARKS

Councilor Carol Romero-Wirth gave opening remarks.

5. DEPARTMENT REVIEWS

a. Request for Approval of Operating Budget and Organizational Chart for FY 2022-2023. (Mary McCoy, Finance Director, 505.955.6171, mtmccoy@santafenm.gov).

Councilor Villarreal requested information from Finance for General Fund Reserves analysis. Finance Director McCoy provided information addressing Councilor Villarreal's request..

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Operating Budget and Organizational Chart for FY 2022-2023 as presented.

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

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

Against: None

Abstain: None

b. Request for Approval of an FY22 Budget Adjustment Resolution (BAR) in the Amount of $15,049,631 for the American Rescue Plan Act (ARPA) Grant. (Mary McCoy, Finance Department Director; Rich Brown, Community Development Department Director; Kyra Ochoa, Community Health and Safety Department Director; Regina Wheeler, Public Works Department Director).

Committee Review:
Finance Budget Hearing: 04/26/2022
Governing Body: 04/27/2022

Finance Director McCoy gave an introduction to the American Resuce Plan Act Grant.

Julie Sanchez presented information on the projects for Early Childcare Job Development Navigation plan, Guaranteed Income Expansion/Community

Cash Assistance; Solutions for Unsheltered Homelessness; Non-Profit Operational Support; Behavioral Health and Community Violence Intervention Service.
Director Alexandra Ladd presented information on the projects for Midtown Emergency Shelter Services; Affordable Housing Support – Lamplighter Inn Conversion.
Director Rich Brown presented information on the projects for Public WiFi Project Phase 2; Small Business Support; Job Training.
Director Brian Williams presented information on the project for Assistance for Vulnerable Populations; Citywide personal protective equipment and supplies for COVID Mitigation
Director Regina Wheeler presented information on the projects for COVID-Safe Retrofits for City Facilities; Parks and Trails Improvements.
Director Mary McCoy presented information on Administrative Expenses.

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the ARPA Budget Adjustment Resolution as presented.

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

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

Against: None

Abstain: None

6. **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.

Meeting adjourned 3:04 pm

_____ _____

Liaison Chair

City of Santa Fe, New Mexico
Memorandum

Date: April 7, 2022

To: Governing Body

Via: Mary McCoy, Finance Director MM
Fran Dunaway, Chief Procurement Officer
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator RGM

RE: Resolution and Contract Amendment Extending Termination Date of Project LP50008 Guadalupe Street Bridge Deck Rehabilitation

---

ACTION:
Request for Approvals of: 1) Resolution; and 2) Amendment No. 1 to the Local Government Transportation Fund Grant Agreement LP50008 Guadalupe Street Bridge Deck Rehabilitation Project Extending the Termination Date to June 30, 2023; (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623).

ITEM A
Consideration of a Resolution Requesting a Time Extension for a Local Government Transportation Fund Grant Agreement From the New Mexico Department of Transportation Identified as Control Number LP50008 for the Planning, Design, and Pavement Rehabilitation of Guadalupe St. Bridge.

ITEM B
Request for Approval of Amendment No. 1 to a Local Government Transportation Fund Grant (Item #20-0095) with the New Mexico Department of Transportation for the Planning, Design, and Pavement Rehabilitation of LP50008 Guadalupe St. Bridge Rehabilitation Project. Amendment is for Extension of Agreement Term Only to June 30, 2023, and No Additional Funding.

BACKGROUND:
The Guadalupe Street Bridge was constructed in 1969 and is showing signs of deterioration as a result of its age. A 2019 New Mexico Department of Transportation (NMDOT) bridge inspection report shows the deck to be in fair condition but requiring repair.

In March 2020, the Local Government Transportation Fund Grant Agreement between the City and the NMDOT was executed to rehabilitate the Guadalupe Street Bridge for $900,000. It will address the structural deficiencies and deteriorating conditions of the bridge and roadway pavement and improve pedestrian and bicycle connectivity.

The City has been working on the project design since October 2020, and the 90% design plan was approved by the NMDOT in June 2021. Preparing for the Plan, Specifications and Estimates

(PS&E) review with NMDOT (the final phase of design review before construction) a decision was reached between Federal Highway Authority (FHWA) and NMDOT in September 2021 to merge the construction of this project with S100460 Guadalupe Street Reconstruction Project. The following additional requirements below were imposed by FHWA on this project that required extending the Agreement's termination date:

- Update all 5 NMDOT certifications;
- Create two separate Summary of Quantities tables to clearly delineate the project funding source; and Conduct one PS&E review for both projects to ensure a successful merger.

The City is working on the last phase of Right-of-Way Certification (1 out of 5 required NMDOT certifications) for the Guadalupe Street project. Staff expect the last phase to be completed in April/May. Until then, the City cannot move forward with PS&E review. Meanwhile, the City has received 2 NMDOT Certifications: Categorical Exclusion (environmental clearance) and Railroad.

The City is expecting a PS&E review with NMDOT in May/June. As soon as the City passes this review, staff will bid out this project for construction. The target date for construction is in August.

ATTACHMENTS:
Resolution
Amendment No. 1
FIR
Procurement Checklist
Summary of Contracts

Signature: Romella Glorioso-Moss
Romella Glorioso-Moss (Apr 11, 2022 09:49 MDT)
Email: rsglorioso-moss@santafenm.gov

Extending Guadalupe Bridge Completion Date (Memo)

Final Audit Report 2022-04-11

Created:	2022-04-11
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArC5I1NAR3cSAR7MZN3FvciXRKn9-kOQX

"Extending Guadalupe Bridge Completion Date (Memo)" History

Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)
2022-04-11 - 3:36:25 PM GMT- IP address: 73.98.2.224

Document emailed to Romella Glorioso-Moss (rsglorioso-moss@santafenm.gov) for signature
2022-04-11 - 3:36:43 PM GMT

Email viewed by Romella Glorioso-Moss (rsglorioso-moss@santafenm.gov)
2022-04-11 - 3:48:00 PM GMT- IP address: 104.47.65.254

Document e-signed by Romella Glorioso-Moss (rsglorioso-moss@santafenm.gov)
Signature Date: 2022-04-11 - 3:49:22 PM GMT - Time Source: server- IP address: 67.0.59.250

Agreement completed.
2022-04-11 - 3:49:22 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Renee Villarreal

A RESOLUTION

REQUESTING APPROVAL OF FIRST AMENDMENT TO A LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER LP5008 GRANTING A TIME EXTENSION FOR THE PLANNING, DESIGN, AND PAVEMENT REHABILITATION OF GUADALUPE BRIDGE.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") entered into an Agreement under the Local Government Transportation Project Fund, Contract No. D18451, Control No. LP50008 on March 18, 2020 ("Agreement") to rehabilitate the Guadalupe Street Bridge; and

WHEREAS, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and

WHEREAS, Section 4.g requires the Governing Body to adopt a written resolution of project support that includes commitment to funding, ownership, liability and maintenance; and

to combine the bridge rehabilitation project with S100360 Guadalupe Street Reconstruction Road Diet Project to save construction funds and cut traffic delays to the public; and,

WHEREAS, both parties agree to modify the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body extends the completion dates of the Local Government Road Transportation Fund Agreement from NMDOT to June 30, 2023.

BE IT FURTHER RESOLVED that the City of Santa Fe accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Extending Guadalupe Bridge Completion Date

FIR No. 10392

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): A Resolution Amending Local Government Transportation Fund Grant Agreement LP50008 Extending Termination Date to June 30, 2023

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 03/28/2022 Phone: X6623

Reviewed by City Attorney: _____ Date: Apr 8, 2022

Reviewed by Finance Director: _____ Date: Apr 11, 2022

Summary:
The Resolution is to document the Governing Body's agreement to amend the Local Government Transportation Fund Grant Agreement LP50008 extending termination date to June 30, 2023. The time extension is necessary to comply with Federal Highway Authority's additional design requirements to construct this project.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose NMDOT funding of $900,000 and will not be able to rehabilitate the Guadalupe Bridge.

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

Performance and Administrative Implications:
None identified.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

None identified.

Revenue

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

Revenue Narrative:

None identified.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201354

Contractor: NMDOT

Description: **Local Government Transportation Grant Agreement No. D18451 for LP50008 Guadalupe Street Bridge Rehabilitation Project**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/17/2020 Term End Date: 06/30/2022

☑ Approved by Council Date: 01/29/2020

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 20-0095

Increase/(Decrease) Amount $

Extend Termination Date to: June 30, 2023

☑ Approved by Council Date: Pending

Amendment is for: time extension

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

Original LGTPF agreement - 20-0095 - Term Ending 06/30/2022

3. **Procurement History:**

Fran Dunaway (Mar 31, 2022 13:59 MDT) Mar 31, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Receipt of Grant Agreement Funds- no procurement

4. **Funding Source:** NMDOT **Org / Object:** 3309980/572960

Andy Hopkins (Mar 31, 2022 14:11 MDT) Mar 31, 2022

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Romella Glorioso-Moss Phone # 505-955-6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: First Amendment to Local Government Transportation Fund Grant Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss — Sr. Project Administrator — 3/28/2022

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

Fran Dunaway (Mar 31, 2022 13:59 MDT)

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.

Contract No.	**D18451/1**
Vendor No.	**0000054360**
Control No.	**LP50008**

FIRST AMENDMENT TO LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D18451 , on 3/18/2020 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6 Term, is deleted and replaced by the following:

6. Term

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2023**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

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

The remainder of this page in intentionally left blank.

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

New Mexico Department of Transportation

By: _____ Date: _____
Cabinet Secretary or Designee

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

By: Craig C Kling (Feb 25, 2022 22:54 MST) Date: Feb 25, 2022
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City of Santa Fe Clerk

CITY ATTORNEY'S OFFICE:

By: Marcos Martinez Date: Mar 28, 2022
Senior Assistant City Attorney

APPROVED FOR FINANCES: Date: _____
By: _____
Mary McCoy, Finance Director

First Amendment City of Santa Fe LP50008

Final Audit Report 2022-02-26

Created:	2022-02-25
By:	Charisse Montoya (charisse.montoya@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo1D5s7vxQt-S47-MUEZEulxNFXE4CVVh

"First Amendment City of Santa Fe LP50008" History

Document created by Charisse Montoya (charisse.montoya@state.nm.us)
2022-02-25 - 9:23:55 PM GMT- IP address: 98.249.102.142

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2022-02-25 - 9:25:13 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2022-02-26 - 5:52:52 AM GMT

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2022-02-26 - 5:54:14 AM GMT - Time Source: server

Agreement completed.
2022-02-26 - 5:54:14 AM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: March 22, 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 (Mar 22, 2022 16:28 MDT)

ITEM AND ISSUE:
Request for the approval of Amendment #5 to the PSA with Vladimir Jones (PRACO) in the Total Amount of $300,000.00 for Advertising Agency services for TOURISM Santa Fe for FY22; Dept. Contact: Randy Randall, 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, Amendment 3 was to extend the term for FY22 and increase compensation for FY22 and Amendment #4 was to increase compensation by $52,700.

On March 9, 2022 the Governing Body approved $300,000 in additional funding for TSF Advertising, BAR attached. This funding (amendment #5) will be used for additional advertisement 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.

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

CONTRACT NUMBER:
The Munis contract number is 3200492.

FUNDING SOURCE:
Lodger's Tax/Fund 213
Visit Santa Fe/2130521
Advertising/561850

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval of Amendment #5 to the Professional Services Agreement with Vladimir Jones (PRACO).

Item#_____
Munis Contract# 3200492

CITY OF SANTA FE
AMENDMENT No. 5 TO
SERVICE AGREEMENT
ITEM# 19-0384

This AMENDMENT **No. 5** (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 **Three Hundred Thousand dollars ($300,000), such compensation not to exceed Three Hundred Thousand dollars ($300,000) 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 Eight Hundred Seventy Seven Thousand Seven Hundred dollars ($4,877,700)**. 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. **5** to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Meredith Vaughan
_____
MEREDITH VAUGHN

CEO
_____
CEO

DATE: Apr 27, 2022
CRS# 03-436229-00-0
Registration# 227045

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
2130521.561850
Visit Santa Fe/Advertising AJH

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (PRACO)

Procurement Title: Advertising Agency for TSF - Amendment #5 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, TSF Marketing Director 3/22/22

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

Fran Donaway (Mar 31, 2022 08:06 MDT)

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

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200492

Contractor: Vladimir Jones (PRACO)

Description: Advertising Agency Services for TSF Amendment #5, Increasing compensation by $300,000

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

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

☐ Approved by Council Date: _____

Contract / Lease: Contract Amendment #5

Amendment # 5 to the Original Contract / Lease # 19-0384

Increase/(Decrease) Amount $ 300,000

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Advertising - Increasing Compensation by $300,000

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 & extended the term to 6/30/2021. Amendment #2, #21-0205, increased compensation for FY21 by $175,000.
Amendment #3, #21-0324, increased compensation for FY22 by $1,450,000 and extended the term to 6/30/2022. Amendment #4, #22-0089, increased compensation for FY22 by 52,700

3. Procurement History: RFP 19/25/P

Fran Donaway (Mar 31, 2022 08:06 MDT) Mar 31, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment # 5 to increase compensation EXP: 6/30/2022 Final year of a 4 yr. contract

4. Funding Source: SFCCC Advertising Org / Object: ~~5206600~~.561850 213052 (5)

Andy Hopkins

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: _____

Log # *(Finance use only)*:	BA002236
Journal # *(Finance use only)*:	Pd 9 FY22 JE 518

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

DEPARTMENT / DIVISION NAME	DATE
Tourism / Visit Santa Fe	2/25/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Visit Santa Fe / Advertising	2130521	561850		300,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
Lodgers' Tax	2130001	402100		(300,000)	
				$ -	$ -

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

Allocation of FY22 Lodgers' Tax revenue earned over and above budgeted estimates to support additional tourism-related advertising in the Tourism Department/Visit Santa Fe Division. See attached memo.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Andy Hopkins — 2/25/2022
Prepared By *(print name)* — Date

N/A
Division Director Signature *(optional)* — Date

Randy Randall (Feb 25, 2022 12:32 MST)
Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date: 3/9/22

Agenda Item #: 9L

Alexis Lotero (Feb 25, 2022 12:35 MST)
Budget Officer — Date

N/A
Finance Director *(≤ $5,000)* — Date

N/A
City Manager *(≤ $60,000)* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/17/2022

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 AssuredPartners Colorado 101 N Cascade Ave #410 Colorado Springs CO 80903	CONTACT NAME: Candi Chuburu PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: candi.chuburu@assuredpartners.com
INSURED PRACLTD-01 Praco LTD DBA Vladimir Jones 2 N Nevada Ave., Suite 1400 Colorado Springs CO 80903	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Company — 22292 INSURER B : Pinnacol Assurance — 41190 INSURER C : Philadelphia Indemnity Company — 18058 INSURER D : Allmerica Financial Benefit — 41840 INSURER E : AssuredPartners of Colorado, LLC INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 685669584 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZH4-8824495-11	9/26/2021	9/26/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$
	X OTHER: Priv&Sec, Cyber						Priv & Sec, Cyber	$ 50,000
D	AUTOMOBILE LIABILITY			AW4-8846920-11	9/26/2021	9/26/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UH4-8850592-11	9/26/2021	9/26/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1002922	1/1/2022	1/1/2023	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Cyber			C-4LVN-187727-CYBER-2021	9/26/2021	9/26/2022	Cyber Aggregate Limit	1,000,000
C	Crime			PHSD1652370	9/26/2021	9/26/2022	Crime Limit	500,000
C	Professional			PHSD1652348	9/26/2021	9/26/2022	Prof Aggregate Limit	2,000,000

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

Certificate Holder is recognized as Additional Insured with respects to liability policies (excluding Worker's Compensation) as required by written contract but only to the extent of such contract.

CERTIFICATE HOLDER

TOURISM Santa Fe
City of Sante Fe
201 West Marcy St.
Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

BUSINESS REGISTRATION

Business Name: 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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 1/7/2020

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: PWC. 4/22 deadline 4/12 packet	March 26-29, 2019
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.

ITEM # 19-0384

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	$302,500
TOTAL	**$1,600,000**

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 mtg 5/29/2019

APPROVED AS TO FORM:

4/29/19
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

22108.561850

Item# 20-0467

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

GB Mtg 09/09/20 GC

City Attorney's Office:

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

Approved:

By: Mary McCoy 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: Marcos Martinez Date: Mar 25, 2021

Marcos Martinez (Mar 25, 2021 11:44 MDT)

Senior Assistant City Attorney

Approved for Finances:

By: Alexis Lotero Date: May 13, 2021

Alexis Lotero (May 13, 2021 13:06 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

ITEM #21-0324

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: _____ Date: Jul 23, 2021
Alan Webber, Mayor

Attest:

By: Kristine Mihelcic Date: Jul 26, 2021
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
Mary McCoy, Finance Director

Contractor:

By: Meredith Vaughan 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 - ~~$880,000~~ = $1,450,000 AJH

Item# 22-0089
Munis Contract# 3200492

CITY OF SANTA FE
AMENDMENT No. 4 TO
SERVICEAGREEMENT
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:

ALAN WEBBER, MAYOR

DATE: Mar 10, 2022

CONTRACTOR:

Meredith Vaughan

MEREDITH VAUGHN

CEO

CEO

DATE: Feb 15, 2022

CRS# 03-436229-00-0

Registration# 227045

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 03/09/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy
_____
MARY MCCOY, FINANCE DIRECTOR
5206600.561850 AH
CCC Ops/Advertising AH

City of Santa Fe, New Mexico

memo

Date: April 1, 2022

To: Community Development Commission public meeting (April 6, 2022)
Public Works Committee meeting (April 25, 2022)
Finance Committee public meeting (May 2, 2022)
Quality of Life Committee public meeting (May 4, 2022)
Santa Fe City Council public hearing (May 11, 2022)

Via: Alexandra Ladd, Director, Office of Affordable Housing *AGL*

From: Cody Minnich, Project Manager, Office of Affordable Housing *CJM*

Re: Approval of the 2022-23 CDBG Annual Action Plan

ACTION REQUESTED

Review and recommend approval of the 2022-23 Annual Action Plan for submittal to the Department of Housing and Urban Development.

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 an annual allocation of funds to local governments for a wide-range of eligible housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money based on a formula that takes into consideration the community needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

ITEM AND ISSUE

The Community Development Commission (CDC) is tasked with setting funding priorities, reviewing requests for housing funding, including CDBG and Affordable Housing Trust Fund (AHTF) funds and making initial recommendations to the Governing Body for projects and funding amounts. The CDBG-funded projects are described in the Annual Action Plan and submitted to the Department of Housing and Urban Development (HUD) 45 days prior to the start of the upcoming program year (beginning July 1, 2022).

The Office of Affordable Housing estimates receiving a CDBG entitlement grant amount of $600,000, of which approximately 20% ($120,000) will be reserved for program administration costs. Additionally, the City proposes to reprogram $875,711 of unspent funds from prior year projects and anticipates that activities from prior years will result in the generation of program income in the amount of $200,000. This results in a total funding amount of $1,675,711.

Funding Recommendation. On March 2, 2022, the CDC met to hear applicant presentations (via Zoom) and to discuss the proposed uses of funds. The following table provides a summary of the CDC's recommendation to the Governing Body for CDBG funding in 2022-23, as well as their funding source:

	Estimated CDBG Entitlement Award	**Reprogrammed CDBG Funds from Previous Program Years**	**Program Income**
Housing			
Lamplighter Inn Project (JL Gray)	$290,000		
Habitat Home Repair Program (SF Habitat for Humanity)	$100,000		
Acquisition of property for AH (City of SF)		$422,549	
Program Income-funded Mortgage Principal Reduction Loans (Homewise and Housing Trust)			$200,000 (estimated)
Public Services			
School Liaison Project (SFPS Adelante)	$35,000		
Women's Summer Safe Haven Shelter (Interfaith Community Shelter)	$35,000		
Transitional Living and Street Outreach Program (Youth Shelters & Family Services)	$20,000		
Consuelo's Place Shelter (NM Coalition to End Homelessness)		$353,162	
Public Improvements			
Public infrastructure costs associated with Ocate SF (SF Civic Housing Authority)		$100,000	
Program Administration (20% of grant amount)			
Administration (City of Santa Fe's OAH)	$120,000		
Subtotals	$600,000	$875,711	$200,000
TOTAL BUDGET	**$1,675,711**		

Public Participation. The CDBG Public Participation Plan, as approved by HUD, requires that Santa Fe residents be given adequate time to review the City's use of CDBG funds. The City complies with the HUD-mandated public comment period by making the Plan available for public review and soliciting comment. This public review period for the 2022-2023 Action Plan will be from April 11 – May 11.

Due to health considerations related to the global pandemic, the Plan is available via website link: https://www.santafenm.gov/hudrequiredreportingandplans. Also available is a Spanish translation of the Executive Summary of the Annual Action Plan.

In addition to attending public committee meetings, members of the public are invited to participate at a public hearing during the May 11 City Council meeting. Residents are also encouraged to respond to a brief survey, located at: https://www.santafenm.gov/affordable_housing.

SUMMARY OF PUBLIC PARTICIPATION:

- Annual Plan posted on City's website for comment (April 11 – May 11, 2022)
- Online survey link posted on City's website for distribution
- Community Development Commission public meeting (April 6, 2022, 3:30pm)
- Public Works Committee public meeting (April 25, 2022, 5:00pm)
- Finance Committee public meeting (May 2, 2022, 5:00pm)
- Quality of Life Committee public meeting (May 4, 2022, 5:00pm)
- The Santa Fe City Council public hearing (May 11, 2022, 7pm)

ANNUAL ACTION PLAN
July 1, 2022 - June 30, 2023



SUBMITTED BY:

City of Santa Fe
Office of Affordable Housing
P.O. Box 909
500 Market Street, Suite 200
Santa Fe, New Mexico 87501
Phone # (505) 955-6574

As of the date of the release of this plan, the exact amount of the CDBG award is not finalized yet by HUD.

OMB Control No: 2506-0117 (exp. 09/30/2021)

Acknowledgements

Community Development Commission

Councilor Renee Villarreal, Chair

Ken Hughes

Carla Lopez

Gabriella Marquez

John Padilla

Rosario Torres

Anne Watkins

For questions or to comment on the Annual Action Plan, contact Cody Minnich, Project Manager, cjminnich@santafenm.gov

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This document represents the Annual Action Plan for the City of Santa Fe for program year 2022-2023. The Annual Action Plan is required of any city, county or state that receives federal block grant dollars for housing and community development funding from the U.S. Department of Housing and Urban Development (HUD). The City is an entitlement city and receives an annual grant from the Community Development Block Grant (CDBG) program.

For the 2022-23 program year, the City estimates that HUD will entitle approximately $600,000 in CDBG funding, of which 20% (approximately $120,000) is set aside for administrative costs. ***As of the date of the release of this plan, the exact amount of the CDBG award is not finalized yet by HUD.*** In the event that the City receives more than the estimated amount, the additional funds will be allocated to the Lamplighter Inn project. In the event that the City receives a CDBG award less than $600,000, the funding recommendations will be reduced proportionately. Additionally, the City proposes to reprogram $875,711 of unspent funds from prior year projects and anticipates receiving $200,000 in program income for a total funding amount of $1,675,711. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $3,000,000 for the program year in addition to $3,000,000 made available during the 2021 – 2022 program year.

This Plan is one of the three components required by HUD to be submitted on an annual basis:

- **Consultation and Citizen Participation:** the process through which the grantee engages the community in developing and reviewing the plan as well as consulting with partner stakeholders in the implementation of programs. This process is required annually as part of the Annual Action Plan.
- **Annual Action Plan:** submitted to HUD at the beginning of each funding cycle, the AAP provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified in the Consolidated Plan.
- **Consolidated Annual Performance and Evaluation Report (CAPER):** the annual report submitted to HUD in which grantees report accomplishments and progress toward meeting Consolidated Plan goals in the prior year.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Santa Fe's focus over the next year is to prioritize offsetting the impacts of the Covid-19 global pandemic, related to keeping people housed and getting them rehoused if they've lost housing. In addition, CDBG funds will be used to improve and sustain affordable housing, rental, homeownership, and economic opportunities for low- to moderate-income households in Santa Fe, as well as to address the needs of those experiencing homelessness or at risk of becoming homeless. The City will accomplish this by administering program funds to service providers, supporting collaboration and strategically applying resources to community needs.

HUD identifies three sets of planning objectives and three sets of activity outcomes to guide the Consolidated Plan planning process. All goals are expected to relate directly to these objectives and outcomes as illustrated in the following Goals Table.

Planning objectives include:

- **Creating Suitable Living Environments (SL) –** relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment. This objective relates to activities that are intended to address a wide range of issues faced by low- and moderate-income persons, from physical problems with their environment, such as poor quality infrastructure, to social issues such as crime prevention, literacy, or elderly health services.
- **Providing Decent Housing (DH)** – covers the wide range of housing activities that could be undertaken with CDBG funds. This objective focuses on housing activities whose purpose is to meet individual family or community housing needs. It does not include programs where housing is an element of a larger effort to make community-wide improvements, since such programs would be more appropriately reported under Suitable Living Environments.
- **Creating Economic Opportunities (EO)** – applies to activities related to economic development, commercial revitalization, or job creation.

HUD-mandated outcomes include:

- **Availability/Accessibility** – applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low- and moderate-income (LMI) people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the basics of daily living available and accessible to LMI people where they live.
- **Affordability** – applies to activities that provide affordability in a variety of ways to LMI people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care. Affordability is an appropriate objective whenever an activity is lowering the cost, improving the quality, or increasing the affordability of a product or service to benefit a low-income household. (For instance, a low interest loan program might make loans available to low- and moderate-income microenterprise businesses

at 1% interest, which is far below the market rate. This program lowers the cost of the loan, enabling entrepreneurs to start businesses. As a result, the program makes financing more affordable. Another example might be a subsidized day care program that provides services to low- and moderate-income persons/families at lower cost than unsubsidized day care.)

- **Sustainability** – applies to activities that are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following bullets outline progress in meeting goals identified in the 2018-2022 Consolidated Plan, almost all of which are on track to be met, or exceeded. These achievements are a testament to the strong partnerships the City supports with its nonprofit providers and subrecipient contractors.

- The City's goal for **emergency shelters and permanent supported rental housing** as outlined in the 2018-2022 Consolidated Plan was to provide 33 permanent beds and/or longer-term units per year. Through the first half of the current program year (July 1, 2021 - December 31, 2021), AHTF funds were used to support emergency rental and utility assistance provided by The Life Link, New Mexico Coalition to End Homelessness, Santa Fe Recovery Center, SFPS Adelante, and YouthWorks, serving 75 Extremely Low Income (ELI) individuals experiencing homelessness or at risk of homelessness in the community. Additionally, CDBG funds continue to support essential services and shelter beds during the program year. Through the first half of the current program year (July 1, 2021 - December 31, 2021), the Interfaith Women's Summer Safe Haven sheltered 83 individuals. Additionally, Adelante's School Liaison Program assisted 639 students and their families who are currently experiencing homelessness or at risk of becoming homeless with referrals, resources, food, clothing, and other support.
- The City's goal for **rental housing** as stated in the 2018-2022 Consolidated plan was to serve renters earning less than 60 percent of Santa Fe's Area Median Income (AMI). During the 2021-22 program year, the City allocated Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG) funds to rental facility improvements as well as to support services focused on the homeless, those in danger of becoming homeless, and very low-income renters. Through the first half of the program year (July 1, 2021 - December 31, 2021), more than 102 households were assisted (32-Adelante, 11-Santa Fe Recovery, 17-YouthWorks, 29-New Mexico Coalition to End Homelessness,13-Life Link) with rental assistance (including utilities, rental arrears and rent).
- City's goal for **home ownership housing** as outlined in the 2018-2022 Consolidated Plan was to provide comprehensive assistance to low-to-moderate-income homebuyers in the form

of mortgage principal reduction assistance to an average of 10 households annually. Through the first half of the current program year (July 1, 2021 - December 31, 2021), Homewise has served nine households with CDBG-funded mortgage principal reduction assistance and two households with AHTF-funded mortgage principal reduction assistance.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Santa Fe's community participation process focuses upon meaningful engagement of residents and stakeholders representing local organizations and coalitions. However, public outreach for the 2022 plan has been modified in response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the limits on the numbers of people who can gather in public. All City Committees, including the Governing Body meetings were not be held in person but via Zoom meeting. Links to the City's broadcast channels are provided each week on the meeting agenda, accessible through the City's weekly meeting list. The public meeting schedule for the plan is as follows:

- Community Development Commission public meeting (April 6, 2022)
- Annual Plan posted on City's website for a 30-day public comment period (April 11 – May 11, 2022)
- Santa Fe City Council Approval of Request to Publish Notice of Public Hearing (April 13, 2022)
- Public Works Committee public meeting (April 25, 2022)
- Finance Committee public meeting (May 2, 2022)
- Quality of Life Committee public meeting (May 4, 2022)
- The Santa Fe City Council public hearing (May 11, 2022)

The meetings can be made accessible to people with disabilities, including sign language interpretation with prior notice to the City Clerk's office. The meetings are also publicized in Spanish. The public hearing at the May 11 City Council meeting will be streamed on the City's YouTube channel, broadcast on KSFR 101.1 and the public can make comments via Zoom during the meeting or prior to the meeting via email.

Methods of engagement. Engagement methods include opportunities for residents and stakeholders to participate in the development of planning strategies. Stakeholders are consulted and public is invited to comment on the AAP and proposed use of funds as participants at virtual public meetings, by reviewing an electronic copy of the plan, and responding to a survey link on the City's website.

Public outreach is promoted through the City of Santa Fe and individual Council members' Facebook pages. Media relations included a press release to local media and postings on the city's website.

Partner outreach. Local stakeholders, including organizations, agencies and coalitions, promote the outreach efforts directly to their members, residents, consumers and clients. In addition to lending their

subject-matter expertise, participating organizations promoted resident engagement opportunities to recruit focus group participants and encourage residents to participate in the community meeting events.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public comments and feedback will go here

6. Summary of comments or views not accepted and the reasons for not accepting them

Summary of comments will go here

7. Summary

Over the next program year, the Office of Affordable Housing will continue to work on strategies that prevent the most vulnerable City residents from falling into cycles of poverty and chronic homelessness, particularly as a result of the COVID-19 pandemic. Available resources will be deployed as quickly as possible to keep vulnerable people housed, fed and their basic needs met. The City will continue its focus on low income "at risk" neighborhoods with comprehensive programming interventions, and work with the larger community to identify ways that community needs can be more effectively and efficiently identified and met with limited community resources. Note that all projects establish income eligibility by using HUD's Area Median Income (AMI) statistic.

Projects recommended for CDBG funding for FY 2022 – 2023 include:

- Home Repair for Very Low Income Homeowners (Santa Fe Habitat for Humanity): Provides home repair services for people who cannot afford necessary repairs to uphold the structural and functional safety of their homes (roofs, heating systems, windows, etc.). The majority of homeowners who benefit from this program are elderly and considered very low income (VLI). **Proposed CDBG funding amount: $100,000.**
- School-based Services for Homeless Students and Families (SFPS Adelante School Liaison): Provides referral and support services for students and their families experiencing homelessness. The mission of the program is to support academic achievement by helping with tutoring, case management, school supplies, clothing and advocacy to attain other social services. **Proposed CDBG funding amount: $35,000.**
- Women's Safe Haven Summer Shelter (Interfaith Shelter): Supports staffing costs to keep the shelter open exclusively for women during the summer months when it would normally be closed. Provides meals, short term support services and connection to longer term case management. **Proposed CDBG funding amount: $35,000**

- Transitional Living and Street Outreach Programs (Youth Shelters and Family Services): Supports staffing costs to run the Transitional Living and Street Outreach Programs. The Transitional Living Program provides a supervised independent living campus for young people aged 17-22. The Street Outreach Program operates a drop-in center providing homeless young people up to age 21 with necessities for survival as well as referrals and services which seek to end their homelessness. **Proposed CDBG funding amount: $20,000.**
- Lamplighter Inn Project (JL Gray): Funds will support the rehabilitation and conversion of the Lamplighter Inn on Cerrillos Road into 58 units of affordable housing for low-moderate income residents at 80% AMI or less. **Proposed CDBG funding amount: $290,000.**
- Consuelo's Place Shelter (New Mexico Coalition to End Homelessness): Supports the continued operations of Consuelo's Place Shelter, an emergency shelter that provides services to those experiencing homelessness and for those at imminent risk of becoming homeless. Consuelo's Place Shelter also provides quarantine services and housing for those who have recently tested positive for COVID-19, have had recent exposure to COVID-19, and/or are awaiting results. CDBG funds will support emergency shelter stays, case management, formal and informal skill building for clients, quarantine services, general upkeep, security services, staff salaries, and administration. **Proposed CDBG funding amount: $353,162.**
- Ocate SF (Santa Fe Civic Housing Authority): Funds will support public infrastructure costs associated with the development of a new apartment project targeted towards households with children earning 80% AMI or less. **Proposed CDBG funding amount: $100,000.**

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	SANTA FE	
CDBG Administrator	SANTA FE	Office of Affordable Housing/City of Santa Fe
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The City of Santa Fe's Office of Affordable Housing Division administers the Community Development Block Grant (CDBG), the Affordable Housing Trust Fund (AHTF), and other local funds to support housing and community development activities in Santa Fe.

Consolidated Plan Public Contact Information

Alexandra Ladd, Director
Office of Affordable Housing
City of Santa Fe
505-303-9868 / agladd@santafenm.gov

Cody Minnich, Project Manager / Housing Grant Manager
Office of Affordable Housing
City of Santa Fe
505-955-6574 / cjminnich@santafenm.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

Because of the City's long-standing partnerships with community-based organizations, much of the consultation about the Annual Action Plan happens within the context of strategic planning, participation in regional collaborations, and through interdepartmental collaboration. The City's Community Services Department funds several programs through its Youth and Family Services Division that provide emergency housing, healthcare, and safety-net services. The Office of Affordable Housing funds programs through CDBG and local funds to support the housing component that is aligned with the human services programming. Both City divisions rely on Strategic Plans to guide funding decisions and ensure that needs are identified and met in a comprehensive manner. All of the City's housing and human services providers work closely with other governmental agencies and health providers to ensure that the provision of housing services is provided hand in hand with wrap around health and social services. The City also relies on its Office of Emergency Management to provide guidance related to preventing, protecting against, mitigating, preparing for, responding to, and recovering from emergencies or disasters in order to ensure that housing funds are expended with resilience in mind. The City is also designing a project for improving broadband service and accessibility by stimulating competition in services provision to open up economic opportunities for underserved communities and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

To enhance coordination and communication between agencies the City of Santa Fe and Santa Fe County collaborated and formalized the CONNECT program. CONNECT is a network of nearly 60 local providers and programs and close to 200 navigators that work together to get residents connected to services. Residents are screened for deficiencies using a Social Determinants of Health (SDOH) screening tool, which includes access to safe and stable housing, and are connected to local non-profit resources within the network. The CONNECT program has enhanced the coordination between providers and their clients, using data from the network the City has been able to analyze gaps in services, especially in housing and mental health services and drive policy and funding shifts to address critical needs. CONNECT has a leadership, planning and operations council set up with providers and other stakeholders that work together to drive, coordinate and enhance how CONNECT serves the community.

The City's Youth and Family Services Division funds emergency housing and community development programs, social services and supports a juvenile justice program, which provides program planning, service integration, data analysis, and program evaluation to ensure that youth are provided alternatives to detention and referral to support services, including housing, as appropriate. The City's partner

organizations, YouthWorks, Adelante, and Youth Shelters and Family Services, have provided several programs to integrate disconnected youth with mainstream educational opportunities, job training and internships, reunification with families, and referral to other support services. Life Link, another City nonprofit partner, provides intake, referral and on-site social services to people with mental illness who are homeless or at risk of becoming homeless. The agency works closely with other governmental, private and nonprofit providers of services, as well as hospitals and correctional institutions to ensure that services are continuous. The City's CDBG allocation, its economic development fund and other local funds have supported several of these initiatives. Some beneficiaries of this funding also are recipients of public housing services. The City's CDBG sub-recipients strive to coordinate with the Santa Fe Civic Housing Authority so that outreach activities and some programming are located at housing authority sites.

Through the New Mexico Coalition to End Homelessness (NMCEH) efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the vulnerability of discharged patients to becoming homeless is greatly reduced.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through the NMCEH's efforts to coordinate housing grants and HMIS, and the collaboration of partner agencies that receive funding from the City of Santa Fe's Human Services and Children and Youth funding programs, the most vulnerable homeless people are prioritized for housing. Monthly case conferencing sponsored by NMCEH for veterans and chronically homeless people helps to coordinate the placement of the most vulnerable into housing. Youth are prioritized separately and housing is provided through the Youth Homelessness Demonstration Program.

NMCEH operates a statewide system of coordinated assessment where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list with chronically homeless people at the top of the list for permanent supportive housing.

In addition to HUD funds, the City's local funds are used to support Life Link, St. Elizabeth Shelter, and the Interfaith Shelter to provide shelter to homeless people and help them make the transition to permanent housing. Additionally, the City directly supports Youth and Family Shelters through local administrative contracts to provide services to assist unaccompanied youth with securing housing, rapid rehousing, pregnant and parenting support, counseling, job training, and family re-unification when possible. CDBG funds will be used in the upcoming program year to provide expanded hours for the Youth Shelters Drop-in Center which provides food, case management and referral for disconnected

youth. CDBG funds will also support the Interfaith Shelter's Women's Summer Safe Haven, which provides shelter services during the summer months to women and their children.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The organizations within CoC that receive ESG funding are The Interfaith Community Shelter and St. Elizabeth Shelters & Supportive Housing. Both organizations work extensively with numerous other service groups in providing assistance to the homeless. Linkage to services include, yet are not limited to Healthcare for the Homeless (medical issues), The Life Link (housing & counseling), Goodwill (employment and veteran housing), the New Mexico Human Services Department (Medicaid, SNAP and TANF) and the Santa Fe Recovery Center (drug and alcohol treatment). Consumers entering either organization are met with a case manager who assess their needs and assist them in the development of an Individual Service Plan, outlining the goals they wish to accomplish as a client. The case manager then refers them to the appropriate agency(ies) which will best serve their needs.

The Interfaith Community Shelter (ICS) is one of the few minimal barrier shelters in Northern New Mexico and, as such, accepts everyone, regardless of condition or circumstance, including their pets. ICS operates in accordance with US Department of Health and Human Services' strategic action plan and provides Resource Days every Tuesday, Wednesday and Friday, year-round. By creating a "one-stop shop" ICS has incorporated within its design a delivery system that will afford those who are chronically homeless the best opportunities to make the transition from homelessness to stable housing. Resource Partner Providers include those listed above as well as the VA Administration, the Food Depot, Youth Shelters Street Outreach, Street Homeless Animal Project, Upaya Zen Center, Santa Fe Desert Chorale Choir, Legal Clinic, and Homeless Court.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SANTA FE CIVIC HA
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2022 AAP pertaining to public housing are highlighted and the information is emailed for verification or update. Since this organization deals with these issues on a daily basis, accurate and precise data is provided and incorporated into the plan. The SFCHA has received a completed copy of the document for review.
2	**Agency/Group/Organization**	THE LIFE LINK
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with Disabilities Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2022 AAP for the upcoming year pertaining to homelessness and needs of people experiencing homelessness are highlighted and emailed for verification or update. Since this organizations deals with these issues on a daily basis, accurate and precise data is provided to inform this plan.
3	**Agency/Group/Organization**	ST ELIZABETH SHELTER
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2022 AAP for the upcoming year pertaining to the needs of people experiencing homelessness are highlighted and emailed for verification or update. Since these organizations deal with these issues on a daily basis, accurate and precise data is provided to inform this plan.
4	**Agency/Group/Organization**	NEW MEXICO COALITION TO END HOMELESSNESS
	Agency/Group/Organization Type	Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2022 AAP for the upcoming year pertaining to homelessness are highlighted and emailed for verification or update. Since this organization acts as a regional convener of funding and services, it provides a broadbased perspective related to homelessness needs to inform this plan.
5	**Agency/Group/Organization**	SANTA FE COMMUNITY HOUSING TRUST
	Agency/Group/Organization Type	Housing Services - Housing Services-Persons with HIV/AIDS Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2022 AAP for the upcoming year pertaining to tax credit properties, homeownership and upcoming development initiatives are highlighted and emailed for verification or update. Since this organization deals with these issues on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with the Santa Fe Community Housing Trust to develop three apartment communities where 25% of the units are set aside for people exiting homelessness. The City has contributed financially in various ways to each of these projects
6	**Agency/Group/Organization**	SANTA FE COUNTY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	In addition to reviewing the Plan, County staff worked with the City to disperse federal CARES Act funds to renters in arrears because of income loss due to the COVID pandemic.
7	**Agency/Group/Organization**	HOMEWISE
	Agency/Group/Organization Type	Housing Services - Housing Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The sections of the 2022 AAP for the upcoming year pertaining to affordable homeownership are highlighted and emailed for verification or update. Since this organization deals with this priority on a daily basis, accurate and precise data is provided to inform this plan. The City of Santa Fe has worked with Homewise to ensure that financial assistance supports the ability of low/mod income homebuyers to afford homes.

Identify any Agency Types not consulted and provide rationale for not consulting

While the City works diligently to foster geographic equity, there are no identified blighted areas within the City limits, or extreme levels of poverty concentrated in census tracks requiring consultation with other entities or organizations at this time. Areas of 30% poverty have been addressed through the Opportunity Zones recently identified for the City which include small pockets of higher poverty rates, yet, the engagement of individuals in these areas will be more addressed in the future during the City wide engagement plan process for the Midtown Campus project. Establishment of services and businesses to contribute to these zones is in the beginning stages meanwhile, the OpZone neighborhoods continue to be served through the CDBG funds and other service providers.

Additionally, Fair Housing education is made available through the dissemination of fair housing data facts and information (primarily through distribution of the "Tino the Tenant" novella, and the City's website, Office of Affordable Housing page), there is not capacity to actively develop fair housing materials and distribute them and/or consult regularly with fair housing advocacy providers. All of the City's fair housing partners are subject to fair housing law and provide notices as applicable. In the event that a resident of Santa Fe reports a fair housing violation, City staff takes appropriate action to ensure that they are referred to an appropriate agency or HUD's fair housing complaint system.

Furthermore the City did not consult directly with the State of NM Department of Health (NMDOH) regarding lead exposure because Santa Fe has low risk factors. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having “low levels” of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	New Mexico Coalition to End Homelessness	Promotes a comprehensive CoC funding strategy to align services providers with housing opportunities.
5 Year Strategic Housing Plan	City of Santa Fe	Provides a needs assessment and housing affordability analysis of unit inventory and demand and provides policy to shape funding decisions, including CDBG.
Transportation Improvement Program	Santa Fe Metropolitan Planning Organization	Identifies multi-modal transportation projects that are prioritized for federal transportation funds.
Capital Improvement Plan	City of Santa Fe	Provides project list of capital improvements prioritized for funding.
Sustainable Land Use Code	City of Santa Fe	Regulates the development and construction of affordable housing units.
Analysis of Impediments	City of Santa Fe	Evaluates barriers to fair housing and recommends strategies for mitigating them which is closely related to housing services for low-income people. In 2017, the City submitted the Assessment of Fair Housing which looks at housing through the lens of opportunity
Fair Housing Assessment	City of Santa Fe	Evaluates housing need through the lens of equity and recommends strategies for increasing access to housing and economic opportunity.
Office of Emergency Management Strategic Plan	City of Santa Fe	Focuses on planning for, evaluating the impact of, and mitigating the effects of natural disasters, societal disruption and special events.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City solicits comments from local service providers (housing, human services, children and youth) and relies on them to outreach directly to their clientele and/or represent the needs of their clientele. Alternate avenues of public outreach were pursued in the 2016 Analysis of Impediments and the 2017 Assessment of Fair Housing. The City updated its Citizen Participation Plan during the 2018-2022 Consolidated Plan planning process with careful consideration of how to conduct more relevant public outreach that brings voices to the discussion that are not always heard to include online surveys and partnering with outside organization events related to specific geographic areas.

The City's Office of Emergency Management works closely with the NM Homeland Security and Emergency Management for issues related to flood management and emergency management inclucing hazard mitigation planning and recovery matters. The City also relies on the Santa Fe National Forest regarding hazardous fuel management in the surrounding forest where a catastrophic fire would directly endanger the city's residents and its water supply. The City continues to work closely with the NM Department of Health on issues specific to the global pandemic and other emerging threats to public health.

Another initiative that the City supported was the provision of free WiFi service in Santa Fe's lowest income zip code (87507) that tradtionally has the most significant barriers to connectivity. The service was focused on mobile home parks to ensure that children would be able to attend school remotely. The effort was in conjunction with the Santa Fe Chamber of Commerce's broadband group which intends to expand these efforts in the City's lowest income Census tract, located in the Hopewell Mann neighborhood.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

As per the City's Citizen Participation Plan, the opportunities for the public to learn about and comment on the 2022 AAP includes: four (4) public meetings (April 6, 2022 - Community Development Commission, April 25 – Public Works Commission, May 2 – Finance Committee, May 4 – Quality of Life Committee) and one Public Hearing (May 11, 2022) which are noticed in the Santa Fe New Mexican and posted on the City's weekly meeting list. Because of the COVID-19 pandemic, public outreach for the 2022 plan was modified in response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on mass public gatherings. All City Committees, including the Governing Body meetings were held via Zoom rather than in-person.

A 30-day public comment period was advertised and conducted from April 11 – May 11, 2022, during which the Plan was available for review on the City's website: https://www.santafenm.gov/hudrequiredreportingandplans. Two public notices were published in the Santa Fe New Mexican advertising the beginning of the public comment period (April 11, 2022) and the notice of public hearing (April 27, 2022). Paper copies of the Plan were not distributed because of the need for social distancing; however, City staff made it possible to access paper copies on a per request basis. A brief online survey was also conducted. The link was posted on the City's website (https://www.santafenm.gov/hudrequiredreportingandplans) and distributed via the City's employee list serve (reaching 1,000+ employees) and broadcast to community-based nonprofit and industry group organizations. The Santa Fe Action Coalition actively distributed the survey link to its membership and social media outlets.

While virtual meetings are not ideal from a public participation perspective, every effort was made to accommodate the public's ability to participate. The Community Development Commission meeting was accessible to the general public through a Zoom meeting link. The City Council Committees and the Governing Body meeting were also available via Zoom link and streamed on YouTube. The public hearing was also broadcast on KSFR 101.1. All You Tube recordings are posted in the City's archive for on-demand viewing.

Results from the public survey indicate an ongoing need for direct financial assistance to offset the impacts from the global pandemic. This need will continue to shape the City's goal of keeping vulnerable people housed, getting them rehoused and stabilizing the housing situations of those renters and homeowners who are in precarious financial situations.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Community Development Commission April 6, 2022 - Public Meeting	Non-targeted/broad community	Seven Commissioners were present, Three City staff	*This will be updated after session*	*This will be updated after session*	https://santafe.primegov.com/public/portal
2	Newspaper Posting – Notice of Public Comment Period (April 11, 2022 – May 11, 2022)	Non-targeted/broad community	*This will be updated as comments are received*	*This will be updated as comments are received*	*This will be updated as comments are received*	N/A
3	Internet Outreach (April 11 – May 11, 2022)	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	Survey link provided opportunity for residents to comment on housing needs and express opinions on City's focus for use of funds. Approx (*This # will be updated as responses to survey are received)* residents responded; also available in Spanish	*This will be updated as survey responses are received*	*This will be updated as survey responses are received*	https://www.santafenm.gov/hudrequiredreportingandplans

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	City Council Approval of Request to Publish Notice of Public Hearing April 13,2022 – Public Meeting	Non-targeted/broad community	Seven Councilors present + Mayor; public viewed on Youtube	*This will be updated after session*	*This will be updated after session*	https://santafe.primegov.com/public/portal
5	Public Works Committee April 25, 2022 – Public Meeting	Non-targeted/broad community	Five Councilors present; public viewed on Youtube	*This will be updated after session*	*This will be updated after session*	https://santafe.primegov.com/public/portal
6	Newspaper Posting – Notice of Public Hearing April 27, 2022	Non-targeted/broad community	N/A	N/A	N/A	N/A
7	Finance Committee May 2, 2022 – Public Meeting	Non-targeted/broad community	Five Councilors present; public viewed on Youtube	*This will be updated after session*	*This will be updated after session*	https://santafe.primegov.com/public/portal
8	Quality of Life Committee May 4, 2022 – Public Meeting	Non-targeted/broad community	Five Councilors present; public viewed on Youtube	*This will be updated after session*	*This will be updated after session*	https://santafe.primegov.com/public/portal
9	City Council Public Hearing May 11, 2022 – Public Meeting	Non-targeted/broad community	Seven Councilors present + Mayor; public viewed on Youtube	*This will be updated after session*	*This will be updated after session*	https://santafe.primegov.com/public/portal

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For the 2022-23 program year, the City estimates that HUD will entitle approximately $600,000 in CDBG funding, of which 20% (approximately $120,000) is set aside for administrative costs. As of the date of the release of this plan, the exact amount of the CDBG award is not known. In the event that the City receives more than the estimated amount, the additional funds will be allocated to the Lamplighter Inn project. In the event that the City receives a CDBG award less than $600,000, the funding recommendations will be reduced proportionately. Additionally, the City proposes to reprogram $875,711 of unspent funds from prior year projects and anticipates receiving $200,000 in program income for a total funding amount of $1,675,711. To further complement CDBG funds, the City has also made available local funds from its Affordable Housing Trust Fund (AHTF) in the amount of $3,000,000 for the program year in addition to $3,000,000 made available during the 2021 – 2022 program year.

Anticipated Resources

Expected Amount Available Year 5				
Source of Funds	**Annual Allocation: $**	**Program Income: $**	**Prior Year Resources: $**	**Total: $**
CDBG – federal	$600,000	$200,000	$875,711	$1,675,711
Affordable Housing Trust Fund - Local	3,000,000	0	0	0

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The greatest challenge facing the City of Santa Fe's housing and public service programs in 2022 is the recovery from the economic downturn caused by the public health emergency posed by the COVID-19 virus. Early in the pandemic, the sharp decline of gross receipts tax, the need to prevent community spread, and the increase in housing instability for all incomes had far-reaching effects. Many residents fell behind in rent and mortgage payments because of lost income and projections estimate 1000s will lose their homes when federal, state and local moratoria preventing eviction are lifted.

The federal government has responded with several infusions of cash into local government budgets. Using these funds creatively and effectively when there is an increase in need and requirements that must be addressed will be challenging in the upcoming months. The areas most impacted are likely to be in the public services category which supports non housing projects and public facilities improvements, which are generally housing-related. Additionally, the City strives to leverage local funds to ensure that effective and important local services continue to be provided in our community, regardless of the status of federal funds.

The City's nonprofit partners estimate that every dollar of federally-funded down payment assistance leverages $14 of funding from other state, local, and private sources. Both the Housing Trust and Homewise are Community Development Financial Institutions and actively leverage funds from HOME, Fannie Mae secondary market loans, state-funded mortgage products allocated through the New Mexico Mortgage Finance Authority, Low Income Housing Tax Credits (the Housing Trust), solar tax credits, Federal Home Loan Bank of Dallas' Community Investment Programs, bank and foundation investments, and other DOE funds as well as having substantial organizational resources to use for real estate development and to support programmatic goals.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

All of the property on which public housing facilities are situated is owned by the City and used by the Santa Fe Civic Housing Authority under long-term leases. The units are rented to income-qualified renters, many of them very low-income seniors. At any time during the year if the City determines that donating and/or using City-owned property will benefit a proposed project that will serve the priority needs and funding objectives outlined in this plan, the City will do so, as allowed under the NM Affordable Housing Act.

During 2019, the City donated a 5-acre portion of a City-owned parcel on Siler Road. This donation supported the construction, currently underway, of 65 units of affordable live/work housing targeted to "creatives" – technology entrepreneurs, visual and performance artists, craft manufacturers, self-employed, etc. A shared resource center will be included with a performance and display space, retail areas and other workshops. The project, called the "Siler Yard" is being developed by the New Mexico Interfaith Housing Coalition. Low Income Housing Tax Credit (LIHTC) funds were secured providing over $10M of equity. Additionally, the City is continuing from 2019 a public outreach process and study of other City-owned parcels to prioritize several for future affordable housing development.

Additionally, the City is assessing the future viability of redeveloping the Midtown campus site (formerly the location of the College of Santa Fe and then, the Santa Fe University of Art and Design). The community's vision for the site is to include public gathering spaces, mixed uses (public services, entertainment, job centers, high tech, film and education) and affordable and mixed income housing. The affordability of future housing on this site will be subsidized through the City's donation of land, fee waivers, and water offsets.

Discussion

All of the donations described above are intended to support the uses of CDBG resources, both by increasing access to community facilities and programs but also to support the City's subrecipients in their efforts to leverage additional housing and community development resources into the community.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Opportunities for At-Risk Populations	Affordable Housing Public Housing Homeless	Citywide	Rental Vouchers Emergency Shelter Support Services for Homeless and At Risk Rental Rehabilitation Fair Housing Outreach AFH Factor: Aging Housing Stock AFH Factor: Work opportunities for disabled people AFH Factor: Accessible Housing for Disabled AFH Factor: Access to Schools & Transportation AFH Factor: Fair Housing Information and Resources	CDBG: $643,162	Public service activities for Low/Moderate Income Housing Benefit: 1,235 Households Assisted; Rental units rehabilitated: 58 Household Housing Unit

Sort Order	Goal Name	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Increase Affordable Rental Housing Opportunities	Affordable Housing	Citywide	Rental Vouchers Rental Units & Support Services Rental Rehabilitation Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: $643,162	Rental units rehabilitated: 58 Household Housing Unit; Tenant-based rental assistance: 800 Households Assisted

Sort Order	Goal Name	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase Affordable Homeowner Opportunities	Affordable Housing	Citywide	Refinancing Services & Support-Current Homeowners Mortgage Principal Reduction Homebuyer Training and Counseling Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled	CDBG: $100,000	Homeowner Housing Rehabilitated: 12 Household Housing Unit

4	Align Housing Opportunities With Emerging Needs	2018	2022	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Rental Vouchers Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Fair Housing Information and Resources	CDBG: $843,162	Rental units rehabilitated: 58 Household Housing Unit; Homeowner Housing Rehabilitated: 12 Households Assisted; Tenant-based rental assistance / Rapid Rehousing: 800 Households Assisted; Direct Financial Assistance to Homebuyers: 5 Households Assisted

5	AFH Goal #1: Create more affordable, quality housing	2018	2022	Affordable Housing	Citywide	Rental Vouchers Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Mortgage Principal Reduction Homeowner Rehab, Upgrades and Retrofits Construction of Affordably-priced Homes Fair Housing Outreach Diversity of Housing Types AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: $843,162	Public service activities for Low/Moderate Income Housing Benefit: 1,235 Households Assisted; Rental units rehabilitated: 58 Household Housing Unit; Homeowner Housing Rehabilitated: 12 Households Assisted; Tenant-based rental assistance / Rapid Rehousing: 800 Households Assisted; Direct Financial Assistance to Homebuyers: 5 Households Assisted

6	AFH Goal #2: Preserve and improve existing housing	2018	2022	Affordable Housing	Citywide	Rental Vouchers Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits Fair Housing Outreach AFH Factor: High Housing Costs AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: $643,162	Public service activities for Low/Moderate Income Housing Benefit: 1,235 Households Assisted Rental units rehabilitated: 58 Household Housing Unit Homeowner Housing Rehabilitated: 12 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 800 Households Assisted
7	AFH Goal #3: Continue to work to improve economic	2018	2022	Non-Homeless Special Needs	Citywide	AFH Factor: Work opportunities for disabled people	CDBG: $0	

8	AFH Goal #4: Create more accessible, affordable, q	2018	2022	Affordable Housing Non-Homeless Special Needs	Citywide	Rental Vouchers Emergency Shelter Support Services for Homeless and At Risk Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits AFH Factor: Aging Housing Stock AFH Factor: Accessible Housing for Disabled AFH Factor: Fair Housing Information and Resources	CDBG: $643,162	Public service activities for Low/Moderate Income Housing Benefit: 1,235 Households Assisted Rental units rehabilitated: 58 Household Housing Unit Homeowner Housing Rehabilitated: 12 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 800 Households Assisted
9	AFH Goal #5: Improve access to high quality school	2018	2022	Affordable Housing Homeless	Citywide	Support Services for Homeless and At Risk AFH Factor: High Housing Costs AFH Factor: Work opportunities for disabled people AFH Factor: Access to Schools & Transportation	CDBG: $643,162	Public service activities for Low/Moderate Income Housing Benefit: 1,235 Households Assisted Rental units rehabilitated: 58 Household Housing Unit

10	AFH Goal #6: Strengthen access to fair housing and	2018	2022	Fair Housing & Renters Rights	Citywide	Fair Housing Outreach AFH Factor: Fair Housing Information and Resources	CDBG: $0	Public service activities for Low/Moderate Income Housing Benefit: 1,235 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Increase Opportunities for At-Risk Populations
	Goal Description	This goal focuses on reducing the rate of Households with cost burden. Actions include preventing homelessness through rental vouchers, emergency assistance, support services expanding rental choices for households earning less than 30% AMI, providing rehab services for rental properties serving very low income renters, improving outreach efforts to mono-lingual Spanish speakers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
2	**Goal Name**	Increase Affordable Rental Housing Opportunities
	Goal Description	This goal focuses on expanded inventory of very low income rental units and vouchers to meet increased demand: Supporting LIHTC projects and the provision or retention of permanent, subsidized rental units, rental units reserved for persons transitioning out of homelessness, rehabilitating existing rentals to expand choice and housing quality, identifying additional funding sources and/or creating revenue streams to fund local rental vouchers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 3. Strengthen access to fair housing and knowledge of fair housing among residents and landlords

3	**Goal Name**	Increase Affordable Homeowner Opportunities
	Goal Description	Increased homeownership opportunities and support for long term affordability and accessibility for current homeowners is accomplished through continuing mortgage principal reduction loans, homebuyer counseling and training services, production of affordably-priced homes, supporting partnerships with nonprofits, for-profit builders and other housing providers, considering acquisition/rehab programs to absorb existing market supply, funding energy efficiency upgrades, continuing foreclosure prevention and legal aid and refinancing services for existing homeowners, offering accessibility improvements to help “age in place” and multi-generational transfers. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City 2. Preserve and improve existing housing occupied by low and moderate income renters and owners 3. Create more accessible, affordable, quality housing, to accommodate persons with disabilities 4. Strengthen access to fair housing and knowledge of fair housing among residents and landlords
4	**Goal Name**	Align Housing Opportunities With Emerging Needs
	Goal Description	Housing opportunities reflect emerging needs, changing demographics and are aligned with redevelopment objectives and sustainability goals: Supporting non-traditional housing types and live/work housing, including housing as a required component of redevelopment projects, prioritizing housing that is located in transit corridors, has access to community facilities, accommodates live/work or other flexible scenarios, is aimed at the “creative” worker, can accommodate needs of aging residents, achieving high standards of sustainability through green building, design, and alternative energy sources. This goal incorporates actions from the following AFH Goals: 1. Create more affordable, quality housing that is equitably distributed throughout the City 2. Continue to work to improve economic conditions of persons with disabilities 3. Improve access to high quality schools and public transportation Note that the funding, programs and anticipated accomplishments related to this goal are also reported for the preceding goals.

5	**Goal Name**	AFH Goal #1: Create more affordable, quality housing
	Goal Description	This AFH goal corresponds to Consolidated Plan goals: 1, 2, 3, 4. The following milestones and metrics are established in the AFH to guide the achievement of this goal: support 60 rental units (min); revise SFCC 26-1 to require <50%AMI units in LIHTC (15 units); dedicate local funding to rental assistance to support 40 renter households (HH); Down Payment Assistance + homebuyer support services to 30 HH; revise SFCC 26-1 to create menu of compliance options to support inclusion of 100 rent-restricted units in market rate projects. Note that the accomplishments and funding relevant to this section are also relevant to preceding sections.
6	**Goal Name**	AFH Goal #2: Preserve and improve existing housing
	Goal Description	This goal corresponds with Consolidated Plan Goals: 1, 2, 3. Metrics and milestones include: continue support of emergency repair grants to serve 15 – 30 HH; design program for historic districts to offset costs of repair to serve 3 – 5; rehab of affordable rental units to rehab 129 affordable units in the rental market. Note that funding and accomplishments are also reported in Goals 1 - 3.
7	**Goal Name**	AFH Goal #3: Continue to work to improve economic
	Goal Description	The metrics and milestones associated with this AFH goal are to establish and expand job creation opportunities for under-employed workers with disabilities. This work would be supported by the City's Office of Affordable Housing but is carried out primarily by other City divisions, government agencies and nonprofit partners. None of the funding would be housing-related.
8	**Goal Name**	AFH Goal #4: Create more accessible, affordable, q
	Goal Description	This AFH goal corresponds with Consolidated Plan Goals: 2, 3. Metrics and milestones include focusing housing rehabilitation programs (both homeownership and rental) on serving the needs of the disabled, including the mentally ill, chronically ill, developmentally disabled, mobility-impaired and those in recovery to rehab an additional 10 - 15 housing units. Also, this goal necessitates supporting the efforts of current homeless and special needs providers to link resources and align the provision of services. This would build on the model established by the NMCEH in its successful effort to meet the USICH's criteria for ending veteran homelessness Funding and accomplishments also reported in related to Goals 1 -3.
9	**Goal Name**	AFH Goal #5: Improve access to high quality school
	Goal Description	This AFH goal does not have a Consolidated Plan equivalent because it is not directly related to housing; however, it establishes the following metrics and milestones: align housing resources with efforts serving young people at risk of being homeless; align housing resources with school based social services and workforce training/support program; align housing resources with transit planning to expand services and improve access. Note that funding and accomplishments also reported in Goals 1 - 3.

10	**Goal Name**	AFH Goal #6: Strengthen access to fair housing and
	Goal Description	This AFH Goal corresponds with all Consolidated Planning Goals; however it is directly related to the City's obligation to further fair housing. Metrics and milestones include: continuing to support fair housing training (1 event/year) through donation of City meeting space, assistance with marketing, PSAs with trainers, etc.; dedicating local resources to support bi-lingual Landlord/Tenant counseling and assistance through Hotline, including focus on Landlord responsibilities under FHA (serving 300 renters/year). Using local funds, the City is establishing a hotline and navigation services to help renters avoid eviction and to connect them to rental payment resources.

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects funded for FY 2022-23 reflect a variety of programs, facilities improvements and public services in addition to programs focused upon increasing affordable housing to include rental and homeowner rehabilitation and mortgage principal reduction for homebuyers for low-to moderate income households. Additionally, the City operates a local affordable housing trust fund (AHTF) that is funded through developer fees, pay off of City-held affordability liens, and land sales revenues from City-held mortgages. The trust funds are monitored by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act which allows funds to be used for beneficiaries earning up to 120% AMI (area median income). This enables subrecipients to serve a full range of incomes as CDBG funds are used for those at 80% AMI and below and the AHTF can be used for those at 81-120% AMI. Additionally, program income provides additional revenue for eligible programs. In the past, PI has been used for mortgage principal reduction loans and home repair loans. For the upcoming program year, the City anticipates that $200,000 will be generated and used for mortgage principal reduction loans. Reprogrammed funds from prior years make up the balance of available funds.

Projects

#	Project Name
1	Housing
2	Public Services
3	Public Improvements
4	Program Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City continues to prioritize supporting the work of its nonprofit partners who provide the majority of housing related services and shelter. All applicants for CDBG funds are required to match the funds at a 1:1 basis, ensuring that funded projects are viable.

AP-38 Project Summary

1	**Category**	Housing
	Target Area	Citywide
	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Increase Affordable Homeowner Opportunities Align Housing Opportunities With Emerging Needs AFH Goal #1: Create more affordable, quality housing AFH Goal #2: Preserve and improve existing housing AFH Goal #3: Continue to work to improve economic AFH Goal #4: Create more accessible, affordable, q AFH Goal #5: Improve access to high quality school AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Support Services for Homeless and At Risk Rental Units & Support Services Rental Rehabilitation Homeowner Rehab, Upgrades and Retrofits AFH Factor: High Housing Costs
	Funding	$1,012,549
	Description	A means of providing or producing affordable housing – such as production, rehabilitation, or acquisition.
	Target Date	Completed by June 30, 2023
	Estimate the number and type of families that will benefit from the proposed activities	12-15 homeowners served; 58 renter households served
	Location Description	Citywide
	Planned Activities	1) JL Gray - Lamplighter Inn Project ($290,000); 2) Santa Fe Habitat for Humanity - Habitat Home Repair Program ($100,000); 3) City of Santa Fe's Office of Affordable Housing and Public Works Department - Acquisition of property for affordable housing ($422,549) 4) Program Income-funded Mortgage Principal Reduction Loans (estimated amount $200,000)
2	**Category**	Public Services
	Target Area	Citywide

	Goals Supported	Increase Opportunities for At-Risk Populations Increase Affordable Rental Housing Opportunities Align Housing Opportunities With Emerging Needs AFH Goal #5: Improve access to high quality school AFH Goal #6: Strengthen access to fair housing and
	Needs Addressed	Rental Vouchers Emergency Shelter Support Services for Homeless and At Risk AFH Factor: High Housing Costs AFH Factor: Access to Schools & Transportation
	Funding	$443,162
	Description	Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments) homebuyer downpayment assistance, or recreational needs
	Target Date	Completed by June 30, 2023
	Estimate the number and type of families that will benefit from the proposed activities	800 renter households; 160 chronically homeless woman and their children; 60 homeless persons; 215 youth experiencing or at risk of homelessness
	Location Description	Citywide
	Planned Activities	1) Adelante (SFPS) - Expanded School Liaison Project ($35,000); 2) Interfaith Community Shelter - Women's Summer Safe Haven Shelter ($35,000); 3) Youth Shelters and Family Services - Transitional Living and Street Outreach Programs ($20,000); 4) New Mexico Coalition to End Homelessness - Consuelo's Place Shelter ($353,162);
3	**Category**	Public Improvements
	Target Area	Ocate Road (off of Cerrillos near the Subaru and Honda dealerships)
	Goals Supported	Increase Affordable Rental Housing Opportunities Align Housing Opportunities With Emerging Needs AFH Goal #1: Create more affordable, quality housi
	Needs Addressed	Rental Units & Support Services look up needs – infrastructure?
	Funding	$100,000

	Description	The CDBG program identifies publicly-owned facilities and infrastructure such as, streets, playgrounds, and underground utilities, and buildings owned by non-profits that are open to the general public, as Public Facilities and Improvements
	Target Date	Completed by June 30, 2023
	Estimate the number and type of families that will benefit from the proposed activities	60 renter households
	Location Description	Ocate Road (off of Cerrillos near the Subaru and Honda dealerships)
	Planned Activities	Santa Fe Civic Housing Authority - Public Infrastructure costs associated with the development of the Ocate SF Apartments ($100,000)
4	**Category**	Program Administration
	Target Area	Citywide
	Goals Supported	N/A
	Needs Addressed	N/A
	Funding	$120,000 (estimated):
	Description	General management, oversight, and coordination of administering the CDBG program
	Target Date	Completed by June 30, 2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City-wide
	Planned Activities	N/A

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The Community Development Commission placed the highest funding priority on affordable housing and the provision of related services citywide, rather than focusing on a specific area or neighborhood. The final high priority of the CDC is funding public facilities that most closely serve households transitioning out of homelessness as well as funding public services that help very low income individuals and households to transition out of homelessness. Again, because of Santa Fe's relatively compact geography, funds are not prioritized for a particular area as all facilities serve city-wide residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

All programs for the 2022 CDBG program year will serve extremely low to moderate-income residents throughout the city as the City of Santa Fe does not have priorities for allocating resources geographically.

Discussion

The City's policy of city-wide distribution of resources is due in part because the population of low income/minority residents is not substantial enough relative to specific areas of concentration in Santa Fe. In contrast, a larger urban area with more population is more likely to have higher numbers of low income/minority residents living in concentrated areas which makes geographic priorities more feasible and effective. In Santa Fe, eligibility is defined based on household (income) versus the location of the project or program. For example the City allocates funding programs for mortgage principal reduction assistance which is dependent on the household income versus the location of the home, which is also the same standard for home improvement funds. Likewise, public service programs that serve at risk youth, for example, focus on serving citywide residents versus those coming from a specific geographic area.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Santa Fe's expenditure of funds - federal and local - supports projects and programming that serve the spectrum of housing needs from the homeless to the homeowner. The City identifies needs and evaluates existing housing gaps to ensure that programs and projects increase and improve access to the community's housing opportunities. Delivery of these services is provided through the City's network of nonprofit partners which ensures they are effective, responsive and timely. For the upcoming program year, the City will immediately deploy Affordable Housing Trust Funds (AHTF) in the amount of $1,225,000 in conjunction with CDBG funds, serving almost 800 additional households and individuals.

One Year Goals for the Number of Households to be Supported	
Homeless	435
Non-Homeless	930
Special-Needs	0
Total	1,365

Table 9 - One Year Goals for Affordable Housing by Support Requirement (CDBG funded activities only)

One Year Goals for the Number of Households Supported Through	
Rental Assistance	800
The Production of New Units	58
Rehab of Existing Units	12
Acquisition of Existing Units	0
Total	870

Table 10 - One Year Goals for Affordable Housing by Support Type (CDBG funded activities only)

Discussion

The projects addressing homelessness for the 2022-23 fiscal year will serve the following through public service and shelters: 800 households served through Adelante; 160 women provided shelter at the Women's Safe Haven; 215 youth through the Youth Shelters and Family Services Transitional Living and Street Outreach Programs; and 60 homeless persons at Consuelo's Place Shelter, where emergency quarantine services is available for individuals who have been infected with, or have been exposed to, COVID-19. Non-homeless households shown above to be supported through CDBG funded affordable housing in 2022-23 include the following: Habitat for Humanity will rehabilitate a minimum of twelve (12) units owned by low-income households; Adelante will support the previously mentioned 800 households that are at risk of becoming homeless through rental, utility, and arrears assistance; and JL Gray will rehabilitate and convert the Lamplighter Inn into 58 units of affordable housing. The 2020-2021 projects listed also address the fair

housing goals outlined in the City's AFH Plan.

In addition to the above stated CDBG funded projects, Affordable Housing Trust Funds (AHTF) will be used to support affordable housing provision, rehabilitation, and direct financial assistance to income- qualified individuals. Rental assistance will be provided through six organizations, (Adelante, Life Link, New Mexico Coalition to End Homelessness, Santa Fe Recovery Center, St. Elizabeth Shelters, and Youthworks) serving a cumulative total of 459 households, all of whom are at risk of or presently experiencing homelessness. Of these 459 households, 90 are individuals who have completed Santa Fe Recovery Center's residential treatment program and will be provided 2-6 months of housing assistance in SFCR's Bridge Home Sober Living apartments. Homewise, Habitat for Humanity, and the Santa Fe Community Housing Trust will use AHTF to support mortgage principal reduction loans for thirty (30) homebuyer households. Additionally, the Housing Trust will use AHTF funds to support a community design process and the creation of a schematic design for a new housing development for seniors. Arbor Lodging Partners will use AHTF to support the acquisition and conversion of the Green Tree Inn into an income- and rent-restricted senior housing complex containing 84 studio apartment units.

AP-60 Public Housing – 91.220(h)

Introduction

The Santa Fe Civic Housing Authority (SFCHA) is the primary public housing agency in Santa Fe. It oversees 28 units of public housing, 491 units of HUD Project based rental assistance (PBRA) – 459 of which are also LIHTC units, and 145 Low Income Housing Tax Credit (LIHTC). SFCHA also manages 670 housing choice vouchers in Santa Fe. Of the PBRA there are a total of 359 units for seniors and 132 units for families. Currently, over 300 people are on the waiting lists for a housing authority apartment unit, and approximately 300 people on the Section 8 waiting list for Santa Fe. SFCHA receives approximately 35 applications per month for housing. The wait for a unit is between 18 and 24 months; however, the waiting lists are usually only open on a lottery basis at designated times during the year. In additional SFCHA owns and operates affordable units in the City of Espanola and the Town of Bernalillo.

Santa Fe County also manages 200 units of public housing and administers 241 housing choice vouchers (44 VASH). Some vouchers are used within city limits.

Actions planned during the next year to address the needs to public housing

Maintenance of aging units is a continuous effort so the housing authority is systematically converting its units under the Rental Assistance Demonstration (RAD) project. For the upcoming year, funds will be used to rehabilitate public housing units to bring them up to current code requirements, improve energy efficiency, and update other quality of life amenities. SFCHA has a 45 unit Family project currently under construction and planned for completion by the end of 2022. This project was awarded AHTF money for the 2020/2021 round. SFCHA has also received an additional $500,000 of AHTF funding in the 21-22 round to rehabilitate the Paseo del Sol Apartments and preserve 80 units of affordable housing.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Both Public Housing Authority's (PHA) provide a Family Self-Sufficiency Program which supports self-sufficiency with the eventual goal of becoming viable homeowners. The family enters into a five-year Contract of Participation with the Housing Authority and sets specific goals to be achieved over the term of the Contract. As part of the Contract, the Housing Authority opens an escrow account for each participating family and any time there is an increase to the family's earned income during the term of the Contract, money is deposited into the family's escrow account. Upon successful completion of the Program, the family receives the balance in their escrow account to use for home ownership and educational goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The PHA is not designated as troubled.

Discussion

As an active developer of LIHTC projects, the Santa Fe Civic Housing Authority is considered a partner of the City of Santa Fe's in the provision of affordable rental housing beyond the typical housing authority functions. The City has to subordinate and amend its lease agreements with the housing authority every time a funding application is submitted. The City is providing support for the Calle Resolana project, 45- townhomes proposed for construction that were awarded LIHTC funding in 2019. During the program year, the City expects to put out for RFP the donation of another parcel of City-owned land and anticipates that the housing authority will submit a proposal to develop approximately 60 units of affordable rental housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City works in partnership with many non-profit organizations who provide a wide range of services to prevent “at-risk” populations such as unaccompanied youth, families with children, veterans, battered families, people with disabilities and seniors from becoming homeless. Another objective is to help existing homeless populations obtain safe, affordable and sustainable housing opportunities as well as needed services such as health care, transportation and counseling.

These activities necessarily run along a continuum of housing program options that range from emergency shelter services to transitional housing and permanent supportive housing services to the new construction of mixed income and mixed use affordable rental development projects. Currently the City has in place emergency and transitional housing programs for homeless individuals, families with children, veterans, and unaccompanied youth.

The City has incorporated the mission of "Built for Zero" (BFZ) to address chronic homelessness in 2019. The BFZ project is a national, evidence based model used to end homelessness: https://www.community.solutions/what-we-do/built-for-zero. The first step to the model was to identify those who are homeless by August 2019, within the community, by name, followed by a strategic, coordinated outreach and networking system of linking homeless individuals and families to services as well as housing. The goal indicator for the BFZ program is a significant reduction (30%) in homelessness by January 2020. Service prioritization is made through the development of a simplified VI-SPDAT (Vulnerability Index-Service Prioritization Decision Assistance Tool). Finance consultants at Community Solutions, the umbrella organization for the BFZ program identify innovative funding structures that will allow Santa Fe to expand its stock of affordable and supportive housing that will remain tied to the coordinated entry system providing a continuous housing supply for those in need.

Those who are facing homelessness or special needs are now able to benefit from long range transportation for access to VA services in Albuquerque and SOAR model benefits application assistance through YSFS, Life Link and Adelante. These are added services that are currently provided by organizations throughout the City and greatly contribute expanding access for consumers.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

1) Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

All of the city’s nonprofit partners who work with homeless persons have extensive outreach activities that the City seeks to improve over the next program year. The City’s one year goal is to identify, by-name, all the currently chronically homeless individuals and those precariously housed –this will be

completed through an online database that can access and screen for basicsocial determinants of health. The City is working with local non-profit service providers, the HMIS continuum site as well as housing partners.

In the winter, the Interfaith Shelter, St. Elizabeth's and Youth Shelters provide emergency beds,meals and clothing. Most importantly, the organization brings together outreach coordinators to case consult and provide information about available services. Medical care, job counseling, meals, clothing, transportation are a few of the services provided at the Interfaith Shelter, St. Elizabeth's and Youth and Family Services, which is partially funded through local funds allocated through the City's Community Services Department. In response to direct communityneed, Interfaith now has the Women's Summer Safe Haven when shelter staff and first responders noted that women were particularly vulnerable on the streets during summer months when the shelter is closed for the season.

The City is now working with the New Mexico Coalition to End Homelessness in response to theCOVID-19 crisis to expand outreach to unsheltered people. The City is using some unused dormitories at the old College of Santa Fe campus as temporary housing for homeless people. Unsheltered people will be given the uniform housing assessment and placed on the by-name list for housing. Using the COVID-19 emergency funding, the City hopes to place almost all homeless people in rapid rehousing.

The City of Santa Fe works closely with the New Mexico Coalition to End Homelessness to coordinate services for homeless individuals and families. NMCEH operates a statewide systemof coordinated entry where every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the permanent supportive housing. As previously stated, the City recently signed up to be part of Built for Zero, a national movement to end chronic and veteranhomelessness in participating communities. Since Santa Fe has met the federal benchmarks foreffectively ending veteran homelessness, current efforts are focused on housing all of those in

the City who are chronically homeless. The coordinated entry system is used to create a regularly updated by-name list of those who are homeless, and the City is working with its nonprofit partners to develop more permanent supportive housing to meet the needs of the approximately 100 individuals who are currently chronically homeless in Santa Fe. In December2020 the City worked with its partners to purchase a 123 unit residence hotel and is using it to provide permanent supportive housing to 40 chronically homeless households and as affordable housing for other low income renters. The City and its partners hope to purchase another property for permanent supportive housing in 2021. In addition to helping provide funds for purchase and renovation, the City also plans to provide operating support to these projects.

2) Addressing the emergency shelter and transitional housing needs of homeless persons

The City relies on a network of services providers to address the emergency shelter and transitional needs of homeless persons. These programs are supported through fee-for services agreements and pass through funds from federal and local sources. The City's partners include:

St. Elizabeth Shelter. Operates the Men's Emergency Shelter (28 beds) and Casa Familia (30 beds for women and children) and three transitional/supportive housing properties: Casa Cerrillos (28 apartments), Sonrisa Family Shelter (8 apartments) and the Santa Fe Suites (120 apartments). St. Elizabeth's recently took on management of the Suites, which is a mixed- income program for those coming out of homelessness and/or those who are working with low to moderate incomes. The shelters provide respite care for those who are in need of a place to recover from illnesses and behavioral health issues. Both have a program manager, case managers and supervisory staff. The supportive housing programs have on-site program/case managers that work closely with each guest and monitor their progress.

Interfaith Community Shelter (ICS). Through partnership with 40+ faith and community groups and nearly 2,000 active volunteers, ICS provides shelter and services to men, women and children who are experiencing homelessness in Santa Fe, and provides a point of entry to the other services necessary to make the transition from homelessness to stable housing. As a minimal barrier shelter, it offers the Seasonal Night Shelter; the Day Services Program; and the Women's Summer Safe Haven. Resource Days operate 3 days/week, year round, with 12 partner provider agencies.

Life Link. Operates 24 apartment units at La Luz, administers Continuum of Care vouchers to support 70 scattered-site units for people with mental illness and other co-occurring disorders. They also administer 78 linkage vouchers in Santa Fe. The Life Link provides extensive outpatient treatment, psychiatric and medication assisted treatment, psychosocial rehabilitation, homeless outreach, prevention, and rental assistance, peer support services, onsite healthcare screening, and comprehensive human trafficking outreach and aftercare services.

Esperanza Shelter. Offers no cost services to victims of domestic violence. The organization provides community navigation, advocacy, safety planning, therapy, substance abuse therapy, case management,

child/family therapy, parenting classes, infant mental health, psycho educational groups for both survivors and offenders and legal advocacy. It operates a 24/7 crisis hotline 1-800-473-5220, and emergency shelter services for those needing to escape domestic violence.

Youth Shelters and Family Services. Youth Shelters and Family Services helps hundreds of homeless, runaway, and at-risk youth and their dependent children each year. The organization provides thousands of bed nights for unaccompanied youth experiencing homelessness through its emergency shelter, cold weather shelter, transitional living, and rapid rehousing programs.

In addition, services are provided through the organization's drop-in center, street outreach, counseling center, pregnant and parenting initiative, youth appropriate referrals, case management, skill building services and activities geared toward self-sufficiency and readiness for adulthood.

3) Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City relies on its network of community partners to facilitate coordination of services and ensure that those vulnerable to homelessness don't "fall through the cracks". In October of 2017 a homeless task force held a series of meetings to provide recommendations to the Governing Body "to ensure that homelessness is prevented whenever possible or is otherwise a rare, brief and non-recurring experience." These recommendations shaped the 2018-2022 Consolidated Plan planning process. Also, the NMCEH continues to implement systems for ensuring that homeless who seek services are tracked through HMIS through a statewide system of coordinated assessment. Every homeless family and individual is given an assessment based on the nationally recognized VI/SPDAT (Vulnerability Index/Service Prioritization Assessment Tool). The results of the assessment are used to refer homeless people to the type of housing that best fits their needs and the assessment is used to create a prioritized list. Chronically homeless people are placed at the top of the list for permanent supportive housing.

The City of Santa Fe has worked closely with the Santa Fe Community Housing Trust to develop three apartment communities - Village Sage (60 units), Stagecoach Apartments (60 units) and Las Soleras Station (87 units) where 25% of the units are set aside for people exiting homelessness. On-site support services and referral to other service providers is also provided. The City has contributed financially in various ways to each of these projects.

The City, along with other local housing funding partners, has contributed funds to the Lamplighter Inn project, which will convert a local motel into 58 units of affordable housing with 25% of the units reserved for people exiting homelessness. The City has previously allocated AHTF funds to this project

and will contribute CDBG funds in the 22-23 program year.

4) Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City's CDBG entitlement funds and local funds will be used to support those with special needs through Adelante, Life Link, the Interfaith Shelter, and NM Coalition to End Homelessness programs which will provide services to homeless, veterans, and people with special needs in order to help them in the area of their specific need(s) and/or to make the transition to permanent housing. The City's Family and Youth Services Office funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, rapid rehousing, and emergency shelter for youth and their dependent children with special needs and/or at risk of homelessness), Interfaith (Women's and Community Shelter for women with special needs and/or at risk for homelessness). In addition, these programs work with the Veterans Advisory Board which funds a veteran support worker through the Veterans Integration Center (VIC) and rental space at Interfaith for a Homeless Veterans Coordinator through the Veterans Administration. Casa Cielo addresses housing and care needs of elderly and/or terminally ill individuals, including people who are homeless, facing end of life transitions, regardless of their ability to pay.

The City also funds Adelante, a school-based program and Communities in Schools (CIS), who work directly with students in Santa Fe Public Schools. CIS works with students to empower and encourage academic achievement and supports the work of Adelante by referring prospective students to Adelante staff members who work with students and their families' to qualify them for services through the McKinney-Vento Homeless Assistance Act and provide support focusing on housing instability, food instability, and academic success. CDBG funds are being used to provide enhanced security for homeless youth, such as Youth Shelters and Family Services' Transitional Living and Street Outreach Programs. Apart from HUD funding, the City also supports the Santa Fe Recovery Center to provide housing for individuals who have graduated from their addiction recovery program.

The City has set aside funding for supplementation of rental assistance programs provided by a collaboration of at-risk-for-homelessness-serving organizations (LifeLink, SFPS Adelante Program, YouthWorks, the Santa Fe Recovery Center, and NM Coalition to End Homelessness). These organizations have joined forces to address the gap in housing availability and homelessness for young adults to seniors, those young people who are unstably housed but working or attending higher education or trades training, and those starting a new chapter toward addiction recovery within the community. The collaboration was formed from a working group of concerned organizations that work daily to serve the populations with the highest-needs in Santa Fe. In addition to the rental assistance,

the organizations will work together in a complimentary manner to provide a coordinated system of entry, wraparound services, staff and administrative support and interagency referrals for optimal placement of residents. The City works closely with its network of housing partners to ensure that the needs of those discharged from institutions are also being met. Many women have entered Casa Familia after giving birth once discharged from the hospital. Likewise, Youthworks receives many referrals from juvenile corrections systems and assists youth and their families with support to overcome obstacles such as housing instability, and other wrap-around services.

Discussion

As a result of the COVID-19 pandemic, the City re-commissioned several dormitory rooms and campus apartments to house homeless people or people without access to a safe place to stay if they needed to self-quarantine. CARES Act funding was deployed to support the ongoing use of this site as a shelter. Since October 2020, The Life Link has provided case management and clinical services to 97 individuals and families housed at the Coyote South Motel in a partnership with the City and County to decrease homeless numbers during the pandemic. The 2nd round of CARES Act funding will soon be distributed by the City of Santa Fe to the Santa Fe Suites, a hotel conversion project that offers support services to their tenant base that is largely made up of individuals transitioning out of homelessness.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Typically, those who are most heavily cost-burdened, have the lowest incomes. The City of Santa Fe reviewed its policies and practices to mitigate barriers to housing development-- particularly affordable housing development—as part of the 2011 Analysis of Impediments (AI) to Fair Housing Choice. The City also submitted the 2016 AI update which was made available for public review with its successor, the City's 2017 Assessment of Fair Housing (AFH). HUD required both documents to be submitted in consecutive years, though the 2016 AI contains much of the framework as required by the AFH, per the new federal rule to Affirmatively Further Fair Housing. This update provides an in-depth review of city housing policies and land use and zoning regulations and also incorporates elements of the successor study as required by HUD. This study examines in further depth any groups or individual citizens not captured in the 2016 AI participation, especially such persons who reside in areas identified as Racially or Ethnically-Concentrated Areas of Poverty (R/ECAP's), Limited English Proficient (LEP) persons, and persons with disabilities. Some of the barriers or impediments to affordable housing identified in the 2011 AI still exist according to the 2016 analysis and mitigation steps are incorporated in the 2018-22 Consolidated Plan as well as the 2020 Annual Action Plan.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

According to the City's most recent AI, there are four substantial barriers to fair housing:

1. Lack of affordable housing: The City continues to undertake several activities to address its lack of affordable housing. In 2019, an ordinance amendment to the Santa Fe land use code eased restrictions on building accessory dwelling units. The objective was to provide incentives for incremental infill development and open up potential options for naturally occurring affordable rental units. The City also amended its inclusionary zoning program (SFCC 26-1, 26-2) to provide incentives and flexible options for the purpose of encouraging development that meets the community's current needs. The funds generated through allowable fees-in-lieu are expected to generate enough revenue to continue funding tenant-based rental assistance to meet a variety of needs - rent, utilities, rental/utility arrears, rental deposits, etc. As with any revenue generated or earmarked for affordable housing, use of the funds is dictated by city code and must be compliant with the NM Affordable Housing Act.
2. Some residents lack equal access to opportunity due to lower performing schools in high-poverty neighborhoods, *and* the lack of public transportation. CDBG projects funded through the RFA process are scored based upon livability and sustainability to include higher scoring for walkability to services, transportation and quality schools.

3. There is a lack of fair housing information and supportive services to assist people facing housing discrimination. The City's Fair Housing Assessment is accessible to the public on the City website and is updated every few years. The Annual Action Plan and projects chosen for the year are largely influenced by the needs outlined in the FHA.
4. Stakeholders continue to view neighborhood resistance or NIMBYism (Not-In-My-Backyard mentality) as a barrier to fair housing choice. One quarter of these survey respondents identified this as a "very serious" contributing factor. By expanding outreach tools and through partnerships with advocacy organizations, the City seeks a more demographically diverse representation in voices and opinions to be shared throughout the City.

Discussion:

The most recent data shows a current occupancy of almost 98% for all rental housing in Santa Fe. Almost half of the city's renter population is cost-burdened and three quarters of them do not earn enough to afford the median priced home for purchase. For that reason, the City continues to proactively enforce its inclusionary zoning requirement and to support the construction of housing, both affordable and market rate units. The City's objective is to support a healthy housing market that offers all types and price ranges. To that end, the City's been exploring efforts to potentially redevelop several of its underused corridors that have infrastructure and could support rental housing, and which wouldn't have existing residential neighbors concerned about higher density housing developments, while also providing easy access to transportation. These areas include the Siler Road corridor, the Midtown Local Innovation Corridor District (Midtown LINC), at St. Michael's Drive, the Airport Road corridor and the Midtown campus property.

Real estate development activity remains strong in Santa Fe. Update: As of February 2022, there were 2,544 housing units under construction and 125 in the review and approval pipeline. Of these, 273 are affordable single family homes under construction, with an additional 23 affordable units in the approval pipeline.

Future production of new units will need to reflect the needs of emerging populations, specifically older, smaller households; the elderly; the self-employed; and special needs groups such as veterans. Market demand for single-family suburban style housing is decreasing as more households seek housing that is close to transportation, economic centers, services and amenities and can be adapted to changing needs to allow "aging in place" and entrepreneurial activities.

A focus in 2022 will be on the development of new, sustainable (in location, as well as efficiency) affordable units and sustainable rehabilitation of existing units in order to maintain affordable rent and housing stock as well as increase the availability of affordable housing. The City of Santa Fe's 25-Year Sustainability Plan was adopted in December 2018 and is focused upon taking the necessary steps to become carbon neutral by 2040, while increasing ecological resilience, economic vitality, quality of life and social equity for Santa Feans. Increasingly, interdisciplinary efforts are being made throughout the City to address the triple bottom line needs outlined in the 25-Year Plan for resiliency and

sustainability through scaling and scoring each project's impact in environmental, economic and social health giving preference to the projects that will provide the most positive impact(s).

AP-85 Other Actions – 91.220(k)

Introduction:

Having a roof over one's head is one of our essential needs as human beings, as important as eating, sleeping, and receiving medical care. Yet, too often, the poor, the disabled, the elderly and even many in the workforce are not able to afford a house that meets their needs. A lack of high quality housing directly affects one's ability to build wealth, participate in civic activities, enjoy leisure time, and most of all, to have a decent and safe place to live. The overall health and vitality of a community suffers directly when its residents aren't housed adequately.

In Santa Fe, this situation is compounded by the fact that as a tourist destination and a place where wealthy people have second homes or choose for retirement, the city has attracted people from all over the world to live here, driving up the value of real estate beyond the ability of many who rely on the local economy to afford housing. Furthermore, due to the rise of remote work from the COVID-19 pandemic, Santa Fe has seen an influx of remote workers move to the city who earn far more than the average Santa Fean and drive up market rate rents. A common obstacle to the underserved need of homeownership for Santa Fe residents is lack of credit worthiness and the inability to save a down payment for a home. Several of the City's partner organizations offer assistance in the rebuilding of credit history, as well as homebuyer education programs. However, those earning low incomes, mostly renters, are even more hard-pressed to attain affordable housing.

Actions planned to address obstacles to meeting underserved needs

This section describes additional efforts to address obstacles to meeting underserved needs, promote efforts to coordinate and facilitate the many elements related to housing, create suitable living environments, and promote economic development for low and moderate income persons.

The primary obstacle to meeting underserved needs is the lack of available resources. With continuing reductions in the available resources, the number of people and the extent to which they can be served is declining. The local economic environment is generally positive. Unemployment is low and the community has seen some commercial growth. Because of the predominance of tourism and service-oriented jobs, as well as the high numbers of self-employed and gig economy workers, the effects of the pandemic have been devastating.

The City remains committed to using its limited financial resources in the most effective and efficient manner possible and to collaborate with other agencies and programs to address the community's needs, particularly those arising from the pandemic. More importantly, the City will dedicate its resources to keeping safely housed those who are recently unemployed, precariously housed or

homeless.

Actions planned to foster and maintain affordable housing

The City of Santa Fe is committed to providing funding that supports innovative and sustainable housing solutions that result in permanently affordable and sustainable housing for residents who live and/or work in Santa Fe. It will continue to prioritize the use of CDBG and the Affordable Housing Trust Fund allocations to support mortgage principal reduction assistance, home repair and rental assistance. The City also provides administrative funding to nonprofit partners to provide housing and/or housing-related services. The Youth and Family Services Division funds several programs that serve homeless and those with special needs and the City's Office of Affordable Housing provides funding to support homebuyer training and counseling and support for existing homeowners through home repair, refinancing, and Home Equity Conversion Mortgages (HECM).

The City's inclusionary zoning program requires all residential developments to provide a percentage of the total units as affordable, 20% for homeownership units and three options for compliance for rental units: 1) paying a "fee-in-lieu of" (calculated using an "affordability gap" basis: the subsidized rent amount subtracted from the area's fair market rent); 2) constructing "Low Priced Dwelling Units" (affordable to renters earning up to 120% AMI); or 3) setting aside 15% for renters earning less than 80%AMI. Fees paid support the Affordable Housing Trust Fund, which, in turn, can fund rental assistance throughout the City as well as down payment assistance. The incentives for this program are a 15% density bonus, fee reductions for water and wastewater connections and fee waivers for development review and permit fees.

The affordability of homes created through the SFHP is controlled by the placement of a lien on the property that constitutes the difference between the appraised value of the home and the subsidized/effective sales price paid by the income-qualified buyer. If the unit is sold, the lien is either transferred to the new affordable buyer who is income qualified or repaid into the City's Affordable Housing Trust Fund (AHTF).

Actions planned to reduce lead-based paint hazards

According to the State of NM Department of Health (NMDOH), Santa Fe has low risk factors for lead exposure in children. 9.6% of its housing stock was built before 1950 and in 2011, 0 children in Santa Fe County tested positively for elevated blood levels. More recent studies by the NMDOH identified Santa Fe County as having "low levels" of lead exposure, as cited in the NM Epidemiology Report, April 2017. The Office of Affordable Housing also conducts environmental reviews on all CDBG-funded activities. In cases where individual homes are older than 1978 and may have lead based paint, the subrecipient is required to follow all applicable law to assess the presence of lead and remediate it, if necessary.

Additionally, the City of Santa Fe's housing partners - Habitat for Humanity, The Housing Trust and Homewise - must notify homeowners of any potential lead-based paint issues as part of every home-

buying transaction. If a homebuyer purchases an existing home with financial assistance from the Housing Trust or Homewise, they are given a lead-based paint disclosure form that must be signed. If a home is purchased that was built before 1978, the EPA lead-based paint pamphlet entitled "Protect Your Family from Lead in Your Home" is also given to the homeowner. All federally funded home-repair activities are also subject to stringent guidelines for lead-based paint assessment and remediation. Both Habitat and Homewise are experienced in addressing the presence of lead-based paint in their home rehabilitation programs. Any presence of lead-based paint is remediated by a certified professional.

Actions planned to reduce the number of poverty-level families

As part of an anti-poverty strategy, the City will work toward implementing the following:

- Establish priorities for allocating federal tax credits to mixed income rental developments where at least 30% of the rental units will be affordable to households earning less than 50% of the AMI; (The Soleras Station project funded through CDBG initiated this strategy. The Siler Yard and Calle Resolana projects which broke ground in 2020-2021 both followed suit and implemented this approach.)
- Fund a local housing voucher program to provide assistance to the homeless and near homeless; (Local funds will support a voucher program administered through Life Link, Adelante, NM Coalition to End Homelessness, YouthWorks, and Santa Fe Recovery Center.)
- Work with for-profit and non-profit organizations to develop one new multi-family, mixed income rental property. Total units not to exceed 100 per project (Support for the Siler Yards project and Calle Resolana is ongoing);
- Identify all existing affordable rentals and develop a preservation plan as needed. (Underway as part of the revitalization of the Midtown Campus project.)

Given the city's high rate of cost burden, even for homeowners, it is apparent that continued focus on rehabilitation, home repair, and other support services is essential to alleviating poverty in Santa Fe. Specific programs that reduce the number of poverty level families are:

- Dedicating capital impact programming and resources to Santa Fe's existing lower-income residential neighborhoods.
- Supporting youth recreation programs, meal delivery and afterschool resources to serve the needs of poverty level individuals and families.
- Continuing to support rehabilitation loan programs targeted toward low to moderate income homeowners (50%-80% AMI), which includes home renovations, emergency repairs and energy conservation measures including the purchase of new appliances, retrofits, and solar water heaters.
- Supporting the SFCHA's ongoing RAD conversion projects to renovate public housing units,

building new units when feasible.

Actions planned to develop institutional structure

The biggest challenge for the City of Santa Fe over the next five years will be to continue to address the increasing demands of housing needs with limited financial resources. The City of Santa Fe's model of service delivery is to pass through most federal funds to sub-grantees and enter into administrative contracts with service providers who provide the services. This ensures that services are provided in the most efficient and relevant manner as possible. The sub-grantees are then able to leverage additional programming and project funds, including LIHTC, HOME, ESG, CDFI, as well as funds allocated through the state's Mortgage Finance Authority.

The City of Santa Fe will carry out the priorities in the Consolidated Plan and subsequently, the 2022 Annual Action Plan, by continuing to collaboratively work with our non-profit partners. The City's philosophy is to help build the capacity of our service providers, rather than increase the size of the City's bureaucracy. The City and its staff serve as advocates and coordinators for our partner non-profits. Another strength is the diversity of services provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that the services reach a wide range of the population who are in need, including homeless, senior citizens, low/mod income, at risk youth and people with special needs and disabilities.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Santa Fe has a long and successful history of working with the nonprofit, private, and governmental sectors to create collaborative partnerships. The City encourages partnerships with the state and federal governments to expand funding for affordable housing, especially housing for people with disabilities, seniors, minorities, female-headed populations and various special needs populations. The City acts as a convener through its use of funds to support a variety of housing services and programs related to housing security. Through its various citizen committees (Community Development Commission, Veterans Affairs Committee, the Mayor's Panel on Disability, the newly formed Mayor's Task Force on Homelessness, Built for Zero Initiative with Community Services, the Children and Youth Committee, and more efforts to network with Economic Development for the increase of affordable workforce housing stock, etc.) the City ensures that funds are deployed to maximum benefit in the community.

The Community Services Department funds numerous transitional homeless programs including: Youth Shelters (outreach, transitional living, and emergency shelter), Interfaith (Women's and Community Shelter), St Elizabeth Shelter (Men and Family shelter). In addition, the Veterans Advisory Board funds a veteran support worker through the Santa Fe Veterans Alliance and rental space at Interfaith for a

Homeless Veterans Coordinator through the Veterans Administration. The City also funds Adelante a school based program and Communities in Schools to identify and work with homeless families in Santa Fe Public Schools. The City will continue to support these organizations along with providing support for case consulting meetings. These partners, among others, are using a new City purchased data base that allows for better client center coordination and getting individuals and families connected to resources. While this is a new data system, we have already seen positive results, including better identification of those precariously housed, getting those families/individuals into programs or referrals to housing assistance to avoid falling into homelessness. CDBG funds are being used to provide renovation of a permanent supportive housing program (Casa Cerrillos) run by St Elizabeth Shelter, as well as the funding necessary to support an outreach coordinator for the Drop In Center run by Youth Shelters.

Specific projects that bridge economic development needs with that of housing providers and social services agencies include: redevelopment of the Midtown Campus; support of the Siler Yard live/work affordable housing project; support of the housing needs for youth participating in the Youthworks Culinary job training program; and support for low-mod homebuyers and homeowners which directly supports the local economy and the triple bottom line address of social, economic and environmental sustainability practices adoption throughout the City.

Discussion:

The City's philosophy is to help build the capacity of community-based service providers, rather than to increase the size of its bureaucracy. This has been achieved by providing local funding to support administrative contracts in all areas of nonprofit services – affordable housing, youth programs, human services and economic development. As a result, the nonprofit network in Santa Fe is among the strongest in the state of New Mexico. Many pilot programs initiated in Santa Fe have been replicated not only statewide, but across the nation.

Another strength of the City's service delivery model is that a wide diversity of services is provided with little overlap because of the coordination between City departments as well as between the City and the non-profit organizations. This communication and cooperation are key to ensuring that services reach a those in the most need, including homeless families and individuals and those in danger of becoming homeless, veterans, senior citizens, victims of domestic violence, very-low income renters, at risk youth and people with special needs and disabilities.

Due to the devastating economic effects of the COVID-19 pandemic, the number of households at risk of becoming homeless or experiencing episodic homelessness has increased dramatically. Without an increase in resources to support services and facilities, the service providers will grapple with limited capacity to meet emerging needs. The Santa Fe City Council will continue to support an innovative combination of regulation, policy and financial support for the development, preservation and improvement of affordable housing.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$58,155
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	$58,155

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Projects funded for FY2022-2023 reflect a variety of programs, facilities and services in addition to the programs that are most commonly funded by the City – home improvement for low-to moderate-income households, rental rehab projects, as well as rental, utility, and arrears assistance. Program income funds generated from previous program years will be recycled by the City's subrecipients to provide additional mortgage principal reduction assistance.

City of Santa Fe, New Mexico
Memorandum

DATE: **April 11, 2022**

TO: **Public Works and Utilities Committee/Finance Committee/Governing Body**

VIA: **Regina A. Wheeler, Public Works Department Director** RW

FROM: **Melissa A. McDonald, Parks and Open Space Division Director** MAM

ACTION:
Request for approval of a professional services agreement with Excel Staffing Companies, for on-call staffing services in the amount not to exceed $4,000,000 over four years inclusive of New Mexico Gross Receipts tax (NMGRT). (Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov , 505-303-9502)

BACKGROUND AND SUMMARY:
Public Works Department is establishing a 4 year on-call contract with Excel Staffing Companies via Statewide Price Agreement (SPA) for staffing services to provide critical, non-union, seasonal/temporary labor as needed, for parks, MRC, parking, and other citywide needs. The recent and on-going staffing shortages demand that we employ a multipronged approach to meeting community needs. This strategy includes 1. Full time positions, 2. Seasonal positions, 3. Professional services, and 4. Temp labor. Excel Staffing Companies has been selected from the SPA to provide these services since they have exhibited excellent professionalism and extensive knowledge of city government operations and processes.

These services will be used to supplement the capacity and/or expertise of City staff. This on call contract will be available to for citywide use to meet needs. Funds for each need will be identified and prior to each purchase order being issued against the contract. Execution of these agreements does not constitute a promise to purchase any amount of said work. Total compensation under the contracts will not exceed the cap amount of $4,000,000 unless the governing body approves an amendment to this agreement.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SPA) # 00-00000-00101 which expires on June 30, 2024.

FUNDING SOURCE:
Munis Contract Number: 3203281
Fund Name/Number: General Fund/Fund 100; **Varies**
Munis Org Name/Number: PTW Admin 1004150
Munis Object Name/Number: Svc Cntr 510310

Munis Org Name/Number: MRC Ops Adm 5300271
Munis Object Name/Number: Svc Cntr 510310

TENTATIVE COMMITTEE SCHEDULE:
Public Works & Utilities Committee: 4/25/22
Finance Committee: 5/2/22
Governing Body: 5/11/22

ATTACHMENTS:
Contract
Procurement Documents- SPA
Certificate of Insurance
Business License
Summary of Contracts
Procurement Checklist

Item#_____
Munis Contract# 3203281

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call Temporary Labor Services for the City of Santa Fe

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Excel Staffing Companies,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Excel Staffing Companies.** "We," "us" or "ours" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide temporary labor services per the direction of the City of Santa Fe via Statewide Price Agreement 00-00000-20-00101 for Temporary Administrative & Professional Staffing Services. All work will be performed on a time and materials basis. See attached proposal from Excel Staffing Companies, dated and marked Exhibit "A" attached hereto and made part thereof.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01 On Call not to Exceed Miscellaneous	Temporary staffing services	$4,000,000.00

The total compensation under this Agreement shall not exceed $4,000,000.00including New Mexico gross receipts tax.]

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the

grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Melissa A. McDonald
City of Santa Fe, Public Works Dept., Parks Division
mamcdonald@santafenm.gov
505-303-9502
1142 Siler Rd., Building C
Santa Fe, NM 87504

To the Contractor: Excel Staffing Companies
2100 Osuna Rd., NE, Ste. 100
Albuquerque, NM 87113
stephanie.gerdts@excelstaff.com

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

To the Contractor: Excel Staffing Companies
2100 Osuna Rd., NE, Ste. 100
Albuquerque, NM 87113
stephanie.gerdts@excelstaff.com

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Excel Staffing Companies

Virginia Buckmelter
NAME

President
TITLE

DATE: 3/30/2022
CRS# 01-761574-00-7

Registration # 230253

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Varies-
Org.Name/Org.#
MRC OpsAdm/Svc Cntr
5300271/510310 AH
AH

Org.Name/Org.#
PTW Admin/Svc Cntr
1004150/510310

Type text here

EXCEL STAFFING COMPANIES

PURCHASE QUOTE

Stephanie Gerdts
2100 Osuna Rd. NE
Suite 100
Albuquerque
505-262-1871
505-268-4954

TO:
CITY OF SANTA FE PARKS DIVISION
SCOTT OVERLIE
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
505-955-2114 office

P.O DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
3/28/2022	Scott Overlie	E-Mail	Staffing	Net 10

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		Various Temp Labor/Admin as needed for On Call Contract		$4,000,000.00
		July 1, 2022 – June 30, 2026		
		ALL QUOTES ARE ESTIMATIONS ONLY & ARE SUBJECT TO CHANGE ACCORDING TO THE GSA/STATEWIDE PRICE AGREEMENTS		

SUBTOTAL	$4,000,000.00
SALES TAX 8.438%	INCLUDED
SHIPPING AND HANDLING	
OTHER	
TOTAL	**$4,000,000.00**

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
   Stephanie Gerdts
   2100 Osuna Rd. NE
   Suite 100
   Albuquerque
   505-262-1871

Stephanie Gerdts

Authorized by Stephanie Gerdts 3/28/2022

EXCESTA-01 SISLI1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2022

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	CONTACT NAME:	
Menicucci Insurance Agency LLC 2116 Vista Oeste NW, Bldg 5 Albuquerque, NM 87120	PHONE (A/C, No, Ext): (505) 883-3683	FAX (A/C, No): (505) 883-2827
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Excel Staffing Companies, LLC 2100 Osuna Rd. NE Ste 100 Albuquerque, NM 87113	INSURER A : Everest National	10120
	INSURER B : Travelers Casualty Ins Company of America	19046
	INSURER C : New Mexico Mutual Casualty Company	40627
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			91ML001807-211	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EMPLOYEE BENEFI	$ 2,000,000
B	AUTOMOBILE LIABILITY			BA1T468756	1/18/2022	1/18/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			91CU001347-211	4/1/2022	4/1/2023	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		19798.125	4/1/2022	4/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liabili			91ML001807-211	4/1/2022	4/1/2023	Limit	2,000,000
A	Crime			91CR000713211	4/1/2022	4/1/2023	Limit	1,000,000

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

LIMITS OF LIABILITY SHOWN ARE THOSE IN EFFECT AT POLICY INCEPTION.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000046476
Excel Staffing Companies
2100 Osuna Road NE, Suite 100
Albuquerque, NM 87113

Email: stephanie.gerdts@excelstaff.com
Telephone No. (505) 262-1871

Number**: 00-00000-20-00101**

Amendment No.**: Two**

Term**: July 1, 2020 – June 30, 2024**

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

Invoice:
As Requested at time of order

Procurement Specialist**: Yuliastuti Wulandari** yw

Telephone No.**: 505-827-0485**

Email: **Yuliastuti.Wulandari@state.nm.us**

Title**: Temporary Administrative & Professional Staffing Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

- **Add the current price list as attached to the Agreement**
- **Change the vendor's email address:**

From:	To:
Ginny@excelstaff.com	stephanie.gerdts@excelstaff.com

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/4/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MM

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EXCEL STAFFING COMPANIES, LLC



GENERAL SERVICES ADMINISTRATION **(GSA)** CATALOG
Multiple Award Schedule (MAS)

Contract Number: GS-07F-0536V

Contract Period: 23 Sep 2014- 22 Sep 2024

Points of Contact:

Program Manager:
Ms. Virginia Buckmelter
Excel Staffing Companies, LLC 2100 Osuna Rd. NE, Suite 100
Albuquerque, NM 87113
P: (505) 262-1871
F: (505) 268-4954
Ginny@excelstaff.com

Contract Manager:
Ms. Lynette Johnson
Excel Staffing Companies, LLC 2100 Osuna Rd. NE, Suite 100
Albuquerque, NM 87113
P: (505) 262-1871
F: (505) 268-4954
Lynette.Johnson@excelstaff.com

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INTRODUCTION

Excel Staffing Companies, LLC (Excel), a New Mexico woman-owned small business, has been providing services in New Mexico since 1971. Excel has offices in Albuquerque, Santa Fe, and Los Alamos, New Mexico. Excel has a long track record of providing hard-to-find, talented people to support the local, state, and federal organizations. In the pursuit of developing our quality of service, Excel was ISO 9000 Registered for over 19 years. In 2012, we participated in the Inavero Best of Staffing survey earning the Best of Staffing Client and were in the top of the field. In2014, we earned both the Best of Staffing Client and the Best of Staffing Talent awards, once again coming out with one of the top scores

Excel's Capabilities and Advantages

- Excel has the financial resources necessary to meet the payroll and other direct cost (ODC) requirements of government contracts
- Excel has the capability and experience to perform diverse Statement of Work (SOW) requirements in temporary service personnel staffing
- Excel has the proven ability to complete project execution, on time and on schedule
- Excel has been successfully staffing government and commercial entities in a wide variety of labor categories for over 49 years

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CONTRACTOR INFORMATION:

CONTRACTOR NAME: Excel Staffing Companies, LLC
2100 Osuna Rd. NE, Suite 100
Albuquerque, NM 87113-1040
Phone number: (505) 262-1871 E-Mail: sales@excelstaff.com
Web Site: http://www.excelstaff.com

CONTRACT NUMBER: GS-07F-0536V

BUSINESS SIZE: Small Business

SCHEDULE TITLE: Multiple Award Schedule (MAS)

CONTRACT PERIOD: 23 September 2014 through 22 September 2024

TERMS AND CONDITIONS: Clause I-FSS-600 CONTRACT PRICE LISTS (MAR 2020)

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CUSTOMER INFORMATION:

1.a. TABLE OF AWARDED LABOR CATEGORIES

AND PRICING

1.b. Multiple Award Schedule (MAS)

1.c. LOWEST PRICED MODEL NUMBER AND PRICE: *N/A*

1.d. HOURLY RATES AND DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION: All hourly rates shown are firm-fixed-price. See the following price list for hourly rates for our preponderance of work location and labor categories.

2. MAXIMUM ORDER*: $100,000.

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100 unless the contractor agrees to accept a smaller order amount.

4. GEOGRAPIDC COVERAGE:

Excel Staffing Companies, LLC may perform work at any of the locations listed in the SCA Wage Index Matrix. Service in an area with lower SCA rates than the stated preponderance of work location, resulting in lower wages being paid, will have the prices for that Task Order discounted accordingly.

5. **POINT(S) OF PRODUCTION:** *NIA*

6. **DISCOUNT FROM LIST PRICES:** *NIA*

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7. QUANTITY DISCOUNT(S): 0%

8. PROMPT PAYMENT TERMS: Net 30.

9.a. Government Purchase Cards are accepted at or below the micro-purchase threshold.

9.b. Government Purchase Cards are accepted above the micro-purchase threshold

10. FOREIGN ITEMS: None

11.a. **TIME OF DELIVERY:** *NIA*

11.b. **EXPEDITED DELIVERY:** *NIA*

11.c. **OVERNIGHT AND 2-DAY DELIVERY:** *NIA*

11.d. URGENT REQUIRMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: *NIA*

13.a. ORDERING ADDRESS: Same as contractor address. Customer should contact contractor for additional addresses.

13.b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Same as contractor address.

15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES:** *NIA*

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (any thresholds above the micro-purchase level): None.

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18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (if **applicable):** N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (if **applicable):** N/A

20.a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (if applicable): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (if applicable): N/A

22. LIST OF PARTICIPATING DEALERS (if applicable): N/A

23. PREVENTIVE MAINTENANCE (if applicable): N/A

***24.a.* SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** *NIA*

***24.b.* Section 508 Compliance for EIT:** *NIA*

25. DUNS NUMBER: 085261048

26. NOTIFICATION REGARDING REGISTRATION IN **CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE:** Contractor has an Active Registration in the SAM database.

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PRICE LIST – SIN 561320SBSA Temporary Staffing (SBSA)

Service Proposed (e.g. Labor Category or Job Title/Task)	Price Offered to GSA (including IFF)
Accounting Clerk I	*$ 29.24*
Accounting Clerk II	*$ 32.06*
Accounting Clerk III	*$ 35.29*
Administrative Asst	*$ 50.92*
Carpenter Maintenance	*$ 36.72*
Certified Occupational Therapist Asst	*$ 52.33*
Certified Physical Therapist Asst	*$ 49.13*
Computer Based Training Specialist	*$ 49.46*
Cook I	*$ 26.93*
Cook II	*$ 30.98*
Court Reporter	*$ 47.33*
Customer Service Rep I	*$ 25.17*
Customer Service Rep II	*$ 27.45*
Customer Service Rep III	*$ 29.38*
Data Entry Operator i	*$ 27.39*
Data Entry Operator iI	*$ 28.99*
Dental Assistant	*$ 33.59*
Dental Hygienist	*$ 73.86*
Desk Clerk	*$ 24.63*
Dishwasher	*$ 23.50*
Dispatcher, Motor Vehicles	*$ 32.64*
Document Prep Clerk	*$ 31.57*
Duplicating Machine Operator	*$ 31.57*
Fork Lift Operator	$ 37.08
Gate Attendant/Gate Tender	*$ 44.43*
General Clerk I	*$ 26.54*
General Clerk II	*$ 28.37*
General Clerk III	*$ 30.98*
Heavy Equipment Mechanic	*$ 43.74*
Heavy Equipment Operator	*$ 35.80*
Housing Referral Asst	*$ 35.42*
Marketing Analyst	*$ 49.78*

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Medical Assistant	*$*	*33.30*
Medical Record Clerk	*$*	*37.79*
Medical Record Technician	*$*	*37.54*
Medical Transcriptionist	*$*	*34.93*
Messenger Courier	*$*	*27.52*
Optical Technician	*$*	*33.46*
Order Clerk I	*$*	*30.16*
Order Clerk II	*$*	*32.32*
Painter Maintenance	*$*	*34.80*
Park Attendant (Aide)	*$*	*34.24*
Parking and Lot Attendant	*$*	*26.11*
Personnel Assistant I	*$*	*30.38*
Personnel Assistant II	*$*	*33.39*
Personnel Assistant III	*$*	*36.07*
Production Control Clerk	*$*	*43.48*
Receptionist/Switchboard Operator	*$*	*29.74*
Rental Clerk	*$*	*26.47*
Sales Clerk	*$*	*28.30*
Scheduler (Drug & Alcohol Testing)	*$*	*46.45*
Scheduler, Maintenance	*$*	*28.72*
School Crossing Guard	*$*	*26.89*
Secretary I	*$*	*29.71*
Secretary II	*$*	*32.46*
Secretary III	*$*	*35.42*
Service Order Dispatcher	*$*	*29.72*
Supply Technician	*$*	*50.18*
Survey Worker	*$*	*32.49*
Technical Instructor	*$*	*38.92*
Technical Instructor/Course Developer	*$*	*46.14*
Test Proctor	*$*	*32.74*
Travel Clerk I	*$*	*30.03*
Travel Clerk II	*$*	*31.85*
Travel Clerk III	*$*	*33.47*
Word Processor I	*$*	*28.76*
Word Processor II	*$*	*31.46*
Word Processor III	*$*	*34.47*
Certified Public Acct Level I	*$*	*141.02*
Certified Public Acct Level II	*$*	*170.40*
Certified Public Acct Level III	*$*	*192.63*
Acct Analyst level I	*$*	*77.69*
Acct Analyst Level II	*$*	*95.11*

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Acct Analyst Level III	*$*	*108.41*
Financial Analyst Level I	*$*	*51.80*
Financial Analyst Level II	*$*	*62.17*
Financial Analyst III	*$*	*79.92*
Computer Operator I	*$*	*31.13*
Computer Operator II	*$*	*34.05*
Computer Operator III	*$*	*37.84*
Computer Operator IV	*$*	*41.36*
Computer Operator V	*$*	*46.35*
Computer Programmer I (1)	*$*	*33.17*
Computer Programmer III (1)	*$*	*38.70*
Computer Programmer III (1)	*$*	*56.61*
Computer Programmer IV (1)	*$*	*66.59*
Computer Systems Analyst I (1)	*$*	*41.23*
Computer Systems Analyst II (1)	*$*	*47.01*
Computer Systems Analyst III (1)	*$*	*59.07*
Peripheral Equipment Operator	*$*	*24.42*
Personal Computer Support Tech	*$*	*35.06*
System Support Specialist	*$*	*41.56*
Data Conversion Specialist	*$*	*74.77*
IT Security Administrator I	*$*	*65.46*
IT Security Administrator II	*$*	*70.08*
IT Security Administrator III	*$*	*75.52*
Network Support Specialist I	*$*	*65.49*
Network Support Specialist II	*$*	*66.17*
Network Support Specialist III	*$*	*75.24*
System Admin Support Tech I	*$*	*51.24*
System Admin Support Tech II	*$*	*58.34*
System Admin Support Tech III	*$*	*65.49*
Help Desk Support Specialist I	*$*	*31.61*
Help Desk Support Specialist II	*$*	*38.91*
Help Desk Support Specialist III	*$*	*49.06*
Database Management Specialist I	*$*	*64.05*
Database Management Specialist II	*$*	*68.30*
Database Management Specialist III	*$*	*78.83*
IT Project Manager	*$*	*92.71*
IP Project Manager	*$*	*73.28*
IT Project Analyst	*$*	*55.85*
Application Developer I	*$*	*71.34*
Application Developer II	*$*	*78.44*
Application Developer III	*$*	*85.41*

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IV&V Analyst	*$*	*165.76*
Aerospace Structural Welder	*$*	*52.70*
Alarm Monitor	*$*	*36.46*
Baggage Inspector	*$*	*27.69*
Driver, Courier	*$*	*29.10*
Electrician, Maintenance	*$*	*45.27*
Electronics Technician Maintenance I	*$*	*43.96*
Electronics Technician Maintenance II	*$*	*47.15*
Electronics Technician Maintenance III	*$*	*50.33*
Fork Lift Operator	*$*	*37.08*
Gardener	*$*	*39.50*
Gen Maintenance Worker	*$*	*32.40*
Guard I	*$*	*27.70*
Guard II	*$*	*30.19*
Housekeeping Aide	*$*	*27.37*
Janitor	*$*	*27.34*
Laborer	*$*	*24.48*
Laborer, Grounds Maintenance	*$*	*24.48*
Machine Tool Operator (Tool Rm)	*$*	*41.69*
Machinery Maintenance. Mechanic	*$*	*42.14*
Machinist, Maintenance	*$*	*40.74*
Maintenance Trades Helper	*$*	*28.30*
Material Coordinator	*$*	*43.48*
Material Expediter	*$*	*43.48*
Material Handling Laborer	*$*	*29.67*
Metrology Technician I	*$*	*54.89*
Metrology Technician II	*$*	*58.18*
Metrology Technician III	*$*	*60.97*
Order Filler	*$*	*27.10*
Plumber, Maintenance	*$*	*44.97*
Production Line Worker	*$*	*28.16*
Shipping Packer	*$*	*31.34*
Shipping/Receiving Clerk	*$*	*31.34*
Stationary Engineer	*$*	*45.70*
Stock Clerk	*$*	*29.94*
Store Worker I	*$*	*23.60*
Telecommunications Mechanic I	*$*	*49.24*
Telecommunications Mechanic II	*$*	*52.14*
Tool & Die Maker	*$*	*51.58*
Tools & Parts Attendant	*$*	*37.08*
Warehouse Specialist	*$*	*37.08*

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Desk Clerk	*$*	*24.61*
Illustrator I	*$*	*32.93*
Illustrator II	*$*	*39.17*
Illustrator III	*$*	*46.43*
Librarian	*$*	*42.68*
Library Aide/Clerk	*$*	*27.58*
Library Info Technical Systems Admin	*$*	*39.17*
Survey Party Chief	*$*	*44.59*
Surveying Aide	*$*	*41.18*
Surveying Technician	*$*	*41.45*
Archeological Technician I	*$*	*33.43*
Archeological Technician II	*$*	*36.62*
Archeological Technician III	*$*	*43.74*
Cartographic Technician	*$*	*43.73*
Civil Engineering Technician	*$*	*43.38*
Drafter/CAD Operator I	*$*	*33.43*
Drafter/CAD Operator II	*$*	*36.62*
Drafter/CAD Operator III	*$*	*40.03*
Drafter/CAD Operator IV	*$*	*47.70*
Engineering Technician I	*$*	*30.50*
Engineering Technician IIU	*$*	*33.43*
Engineering Technician III	*$*	*36.62*
Engineering Technician IV	*$*	*43.73*
Engineering Technician V	*$*	*51.99*
Engineering Technician VI	*$*	*61.49*
Environmental Technician	*$*	*43.73*
Library Technician	*$*	*31.78*
Laboratory Technician	*$*	*42.46*
Mathematical Technician	*$*	*43.73*
Paralegal/Legal Assistant I	*$*	*34.66*
Paralegal/Legal Assistant II	*$*	*41.34*
Paralegal/Legal Assistant III	*$*	*49.06*
Paralegal/Legal Assistant IV	*$*	*57.96*
Photo-Optics Technician	*$*	*43.73*
Technical Writer I	*$*	*43.73*
Technical Writer II	*$*	*51.99*
Technical Writer III	*$*	*61.49*
Weather Observer, Combined	*$*	*40.03*
Weather Observer, Senior (2)	*$*	*43.73*

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000046476
Excel Staffing Companies
2100 Osuna Road NE, Suite 100
Albuquerque, NM 87113

Email: Ginny@excelstaff.com
Telephone No.: (505) 262-1871

Price Agreement Number: **00-00000-20-00101**

Price Agreement Amendment No.: **One**

Term: **July 1, 2020 – June 30, 2024**

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

Invoice:
As Requested at time of order

Procurement Specialist: **Yuliastuti Wulandari** yw

Telephone No.: **(505) 827-0485**

Email: **Yuliastuti.Wulandari@state.nm.us**

Title: **Temporary Administrative & Professional Staffing Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this statewide price agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.
NOTE: a determination from GSD/SPD must be obtained for all services being used based on this statewide price agreement.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Powell for
New Mexico State Purchasing Agent

Date: 03/19/2020

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000046476
Excel Staffing Companies, LLC
2100 Osuna Road NE, Suite 100
Albuquerque, NM 87113

Email: Ginny@excelstaff.com
Telephone No.: (505) 262-1871

Price Agreement Number: **00-00000-20-00101**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

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

Invoice:
As Requested

Procurement Specialist: **Yuliastuti Wulandari** yw

Telephone No.: **(505) 827-0485**

Email: **Yuliastuti.Wulandari@state.nm.us**

Title: **Temporary Administrative & Professional Staffing Services**

Term: **July 1, 2020 thru June 30, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on subsequent pages, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 03/17/2020

nm

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled.

The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Establish a Statewide Price Agreement based on GSA Contract # **GS-07F-0536V** for **Temporary Administrative and Professional Staffing Services**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	Report Due
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

Sample Reports can be found at: http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

NOTE TO STATE AGENCIES ONLY:
Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this statewide price agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. NOTE: a determination from GSD/SPD must be obtained for all services being used based on this statewide price agreement.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
001	1	Ea.	**Temporary Administrative and Professional Staffing Services**	

***** 1 Item Total *****

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: EXCEL STAFFING COMPANIES LLC
DBA: EXCEL STAFFING COMPANIES LLC

Business Location: 2100 OSUNA RD NE STE. 100
ALBUQUERQUE, NM 87113

CRS Number: 01761574007

Owner: Stephanie Gerdts

License Number: 230253

License Type: Business License - Renewable

Issued Date: April 27, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: April 27, 2022

Fees Paid: $10.00

EXCEL STAFFING COMPANIES LLC
2100 OSUNA RD NE Suite 100
ALBUQUERQUE, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203281**

Contractor: **Excel Staffing Companies**

Description: **Four year On-call contract for professional services to fill critical non-union seasonal/ temporary labor positions.**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **5/11/2022** Term End Date: **6/30/2026**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dunaway (Apr 18, 2022 10:07 MDT) Apr 18, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: Use of SWPA issuance of a services contract - POs must be created for each service, identifying the position & hourly rate from the statewide

4. **Funding Source:** **General Fund/Fund 100** **Org / Object:** **1004150/510310** **5300271/510310**

Andy Hopkins (Apr 14, 2022 11:58 MDT) Apr 14, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa A. McDonald** Phone # **505-920-3312**

Email: **mamcdonald@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Excel Staffing Companies

Procurement Title: On-call professional services agreement

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Public Works,Parks Division Staff Name Melissa A. McDonald

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:

Melissa A. McDonald — Parks Division Director — 4/11/2022

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

Fran Dunaway (Apr 18, 2022 10:07 MDT)

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.

Santa Fe Metropolitan Planning Organization

DATE: April 11, 2022

TO: Public Works-Utilities/Finance Committee/City Council

VIA: Jason Kluck, Director Planning and Land Use Department JK

FROM: Erick J. Aune, MPO Officer (ejaune@santafenm.gov) EjA

RE: Santa Fe MPO: The Approval of Award and Acceptance of $297,083 FFY22 Reoccurring Federal Planning Grant Funding Section 112 (FHWA) and Section 5303 (FTA)

ITEM & ISSUE

The New Mexico Department of Transportation (NMDOT) administers and authorizes these reoccurring federal transportation planning funds annually to the Santa Fe Metropolitan Planning Organization (MPO) for operating expenses. Total Federal Fiscal Year 2022 grant revenue funds detailed below equal **$297,083.**

Federal Fiscal Year 2022 grants totaling **$257,170** including cash match of 14.56% are from the Federal Highway Administration (FHWA). The City of Santa Fe as fiscal agent provides the required local match of **$37,444** of which 30% is reimbursed by Santa Fe County.

The Federal Fiscal Year 2022 and Federal Fiscal Year 2021 Carryover Section 5303 grant funds totaling **$77,357** including local match of 20% are from the Federal Transit Authority (FTA). The City of Santa Fe as fiscal agent provides the required local match of **$19,339** of which 30% is reimbursed by Santa Fe County.

The local match is supported by the ½% GRT Income Fund. MPO expenses are invoiced, approved by Finance, and submitted quarterly to NMDOT for reimbursement. The Business Unit for the Section 112 and 5303 Grants is 2334800.

Please see attached documentation:

1. FFY22 Federal Budget Sources Spreadsheet
2. FFY22 Section 112 Work Authorization/ Notice to Proceed Letter
3. FFY22 Section 5303 Award Letter arr er etters
4. Summary of Contracts
5. FIR Form
6. BAR for the funding increase.
7. Section 112 Federal Contract
8. Section 5303 Federal Contract

ACTION REQUIRED

Please approve the acceptance of Section 112 and Section 5303 federal transportation planning funds for the Santa Fe Metropolitan Planning Organization.

FFY2022	Federal Funds	Local Match 14.56%	Total
FFY 2022 (Section 112)	$ 219,726.00	$ 37,444	$ 257,170
FFY 2022 (Section 112) Total Funding	$ 219,726.00	$ 37,444	$ 257,170
	Federal Funds	Local Match 20%	Total
FFY 2021 (Section 5303) FTA Carryover	$ 9,458.57	$ 2,364.64	$ 11,823.21
FFY 2022 (Section 5303) FTA	$ 67,898.00	$16,974.50	$ 84,872.50
Total Funding for FFY 2022 & FFY 2021 Carry Over	$ 77,356.57	$19,339.14	$ 96,695.71
FFY 2021 & FFY 2022 UPWP: TOTAL FUNDING	**$ 297,082.57**	**$56,783.09**	**$353,865.66**

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

Notice to Proceed

September 29, 2021

Mr. Erick Aune
Santa Fe Metropolitan Planning Organization
500 Market St., Ste. 200
PO Box 909
Santa Fe, NM 87504
Via Email: ejaune@santafenm.gov

RE: Notice to Proceed (NTP) for Santa Fe Metropolitan Planning Organization FFY2021-2022 Unified Planning Work Program

Dear Mr. Aune:

This letter authorizes the City of Santa Fe to seek reimbursement from the New Mexico Department of Transportation (NMDOT) for the FFY2021-2022 Unified Planning Work Program of the Santa Fe Metropolitan Planning Organization (SFMPO). The total authorized amount for FFY 2022 is shown below. This amount does not include any carry-forward funds from FFY 2021.

Contract/Cooperative Agreement No	D16022
Project/Control No	P521030
Vendor No	54360

NTP Amount TOTAL	$257,170
Federal Amount	$219,726
Local Match Amount	$37,444

This NTP is effective October 1, 2021 and terminates on September 30, 2022. If you have any questions, please contact Joseph Moriarty, NMDOT Government to Government Liaison, at 505-470-8143 or joseph.moriarty@state.nm.us.

Sincerely,

_____
Jessica Griffin, Acting Director
NMDOT Planning Division

Attachment: Federal Award Identification Information

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Cc Via Email: Rosa Kozub, NMDOT Gov't to Gov't Unit Supervisor
Geraldine Sanchez, NMDOT MPPB Management Analyst
Joseph Moriarty, NMDOT Gov't to Gov't Liaison
Christina Lucero, NMDOT Procurement

Attachment

Federal Award Identification Information (2 CFR § 200.331)

(i) Sub-recipient name (which must match the name associated with its unique entity identifier)	**City of Santa Fe**
(ii) Sub-recipient's unique entity identifier (DUNS)	**069420818**
(iii) Federal Award Identification Number (FAIN)	**693JJ22130000Z450NMP521030**
(iv) Federal Award Date of award to the recipient by the Federal Agency	**9/7/2021**
(v) Sub-award Period of Performance Start and End Date	**Please see the date range on the Notice to Proceed letter**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient	**$219,726 (Advanced Construction Funds)**
(vii) Total Amount of Federal Funds Obligated to the sub-recipient by the pass-through entity including the current obligation	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	**Santa Fe MPO FFY21/FFY22 Unified Planning Work Program**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	**FHWA** **New Mexico Department of Transportation** **Joseph Moriarty** **505-470-8143** **joseph.moriarty@state.nm.us** **P.O. Box 1149, Santa Fe, NM 87504**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	**20.205, Highway Planning and Construction**
(xii) Identification of whether the award is R&D; and	**N/A**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 200.414 Indirect (F&A) costs).	**N/A**

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 7, 2021

Mr. Erick Aune
MPO Officer
Santa Fe Metropolitan Planning Organization
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Award Letter for Federal Fiscal Year (FFY) 2022 Federal Transit Administration (FTA) Section 5303 MPO Funds

Dear Mr. Aune:

The 2022 FTA Section 5303 funding level for the Santa Fe MPO is $67,898.00 under Memorandum of Agreement #M01628. The match required from the MPO is $16,974.50 Please invoice the NMDOT quarterly, starting after December 31, 2021 for these funds that will begin on October 1, 2021.

Original invoices and quarterly reports should be sent to the following:

Gabrielle Chavez
New Mexico Department of Transportation
Transit and Rail Division, SB-4
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

A copy of invoices and quarterly reports should be sent to your contacts at the New Mexico Department of Transportation's Government to Government Unit.

Pursuant to the reporting requirements of 2 CFR Section 200.331 for pass-through entities, please see the enclosed Attachment A.

Please contact Gabrielle Chavez at 505-469-4413 if you have questions on the Department's processes for FTA Section 5303 funding.

Sincerely,

Kevin E. Olinger

Kevin Olinger
Transit Bureau Chief, Transit and Rail Division
New Mexico Department of Transportation

CC:
Tony Ogboli, FTA
Luci Nears, FTA
Rosa Kozub, AICP, NMDOT
Gabrielle Chavez, NMDOT

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
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District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**Santa Fe, City of**
(ii) Subrecipient's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**TBD**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**7/22/2021**
(v) Subaward Period of Performance Start and End Date;	**10-01-2021 thru 09-30-2022**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**$67,898**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**$67,898**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**$67,898**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY21 5303 and 5304 Statewide and Metropolitan and Planning Appropriation for FY22 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportion** **David Harris - 505 -699-4350, DavidC.Harris@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20505**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

January 28, 2022

Mr. Erick Aune
MPO Officer
Santa Fe Metropolitan Planning Organization
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Award Letter for Federal Fiscal Year (FFY21) Carryover Federal Transit Administration (FTA) Section 5303 MPO Funds

Dear Mr. Aune:

The 2021 FTA Section 5303 carryover funding for the Santa Fe MPO is $9,458.57 under Memorandum of Agreement #M01628. The total match for the carryover funding required from the MPO is $2,364.64. Please invoice the NMDOT quarterly, starting after December 31, 2021 for these funds that began on October 1, 2020.

Original invoices and quarterly reports should be sent to the following:

Gabrielle Chavez
New Mexico Department of Transportation
Transit and Rail Division, SB-4
P.O. Box 1149
Santa Fe, New Mexico 87504-1149

A copy of invoices and quarterly reports should be sent to your contacts at the New Mexico Department of Transportation's Government to Government Unit.

Pursuant to the reporting requirements of 2 CFR Section 200.331 for pass-through entities, please see the enclosed Attachment A1.

Please contact Gabrielle Chavez at 505-469-4413 if you have questions on the Department's processes for FTA Section 5303 funding.

Sincerely,

Kevin Olinger
Transit Bureau Chief, Transit and Rail Division
New Mexico Department of Transportation

Copy:
Rosa Kozub, AICP, NMDOT
Gabrielle Chavez, NMDOT

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

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Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**Santa Fe, City of**
(ii) Subrecipient's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**NM-2021-016**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**6/3/2020**
(v) Subaward Period of Performance Start and End Date;	**10-01-2020 thru 09-30-2021**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**$71,513**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**$71,513**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**$71,513**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY20 5303 and 5304 Statewide and Metropolitan and Planning Appropriation for FY21 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportion** **David Harris - 505 -699-4350, DavidC.Harris@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20505**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **N/A**

Contractor: **NMDOT via FHWA and FTA**

Description: **Approval of federal grant revenue funds -FFY22 NMDOT and Santa Fe MPO Contract #M01628 and Cooperative Agreement Contract #D16022 totaling $297,083**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **Oct 1st 2018** Term End Date: **Sept 30th 2022**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

Contracts #M01628 and #D16022 are set up to enable the City to receive annual funding amounts from federal planning grants over federal fiscal years 2019-2022

3. **Procurement History:** _____

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **FHWA Sec. 112 and FTA Sec 5303 Grants** **Org / Object:** **2334800 490740**

_____ _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Erick Aune** Phone # **505.330.8483**

Email: **ejaune@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe
FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	Land Use	Department Name:	Land Use
Division Name:	MPO	Division Name:	MPO

Financial Information

Amount Requested:	MPO Revenues	Munis Fund Number:	233
Vendor Name:	NMDOT/FHWA/FTA	Munis Org Number:	4800
Approved by Director?	Yes	Munis Object Code:	49470

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.
This is not an expenditure, but federal grant revenue funds from Sec 112 and Sec 5303 federal planning grants for the operations of the Santa Fe MPO.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.
Yes, this provides compliance with the City's Joint Powers Agreement and two contracts with the NMDOT that enables the City to receive federal grant funds for the operations of the Santa Fe MPO.

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.
No, the MPO is a stand alone federally funded division of the land use department

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.
N/A

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?
N/A

Procurement Office Signature	Budget Office Signature	Finance Director Signature

Log # *(Finance use only)*	
Journal # *(Finance use only)*	

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

DEPARTMENT / DIVISION NAME	DATE
Land Use and Planning/Metropolitan Planning Organization	3/22/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries	2334800	500110	MPO1923302	$140,325	
Professional Contracts	2334800	510300	MPO1923302	$37,206	
Other Consulting	2334800	510340	MPO1923302	$13,760	
Office Supplies	2334800	530100	MPO1923302	$824	
Printing/Publishing	2334800	561800	MPO1923302	$8,640.00	
Rep& Maint Furn/Fix/Equip	2334800	520300	MPO1923302	$515	
BooksSubscriptions/Periodicals	2334800	530700	MPO1923302	$1,000	
Out of State Per Diem	2334800	560200	MPO1923302	$2,480	
Out of State Transportation	2334800	560500	MPO1923302	$3,656	
In State Per Diem	2334800	560250	MPO1923302	$680	
In State Transportation	2334800	560550	MPO1923302	$480	
Operating Supplies	2334800	530200	MPO1923302	$5,400	
Dues	2334800	561900	MPO1923302	$1,200	
Food	2294800	530400	MPO1923302	$400	
Registration	2334800	560700	MPO1923302	$3,360	
Salaries	2334800	500110	MPO1923303	$46,564	
Professional Contracts	2334800	510300	MPO1923303	$17,760	
Other Consulting	2334800	510340	MPO192303	$4,645	
Office Supplies	2334800	530100	MPO192303	$156	
Printing/Publishing	2334800	561800	MPO192303	$2,160	
Rep& Maint Furn/Fix/Equip	2334800	520300	MPO192303	$169	
BooksSubscriptions/Periodicals	2334800	530700	MPO192303	$570	
Out of State Per Diem	2334800	560200	MPO192303	$820	
Out of State Transportation	2334800	560500	MPO192303	$664	
In State Per Diem	2334800	560250	MPO192303	$170	
In State Transportation	2334800	560550	MPO192303	$120	
Operating Supplies	2334800	530200	MPO192303	$2,300	
Dues	2334800	561900	MPO192303	$300	
Food	2334800	530400	MPO192303	$100	
Registration	2334800	560700	MPO192303	$840	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Hwy & Trans Dept-IFT	2334800	490740	MPO192302	-$219,726	
NM Hwy & Trans Dept-IFT	2334800	490740	MPO192303	-$77,357	
				-$297,083	$ -

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

The Santa Fe MPO received authorization to expend FFY21 federal transportation planning funds. The total federal award of $297,083 requires a local match of $56,783 (this is split 70% City & 30% County reimbursed)

Local match was tranfered into fund on July 1st, 2021

The MPO is funded by two federal grants: Sec 112 FHWA 80% and Sec 5303 FTA 20%

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Erick Aune	3/22/2022	Andy Hopkins	3/23/22
Prepared By *(print name)*	Date	Budget Officer	Date
Erick Aune	3/22/2022		
Division Director Signature *(optional)*	Date	Finance Director *(≤ $5,000)*	Date
Jason M. Kluck	3/22/2022		
Department Director Signature	Date	City Manager *(≤ $50,000)*	Date

Signature: Andy Hopkins

Email: ajhopkins@santafenm.gov

ITEM # 16-1055

Contract # M01628

Vendor # 00005130

FEDERAL FISCAL YEAR 2019 - 2022

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

SANTA FE METROPOLITAN PLANNING ORGANIZATION

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division, (Department), and the **SANTA FE METROPOLITAN PLANNING ORGANIZATION** (MPO). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5303, authorizes federal assistance from the Federal Transit Administration (FTA) for multimodal transportation planning in metropolitan areas that is cooperative, continuous, and comprehensive, resulting in long-range transportation plans and short-range programs of transportation investment priority (Program);

Whereas, the Governor of New Mexico has designated the Department to receive and administer the federal funds under this program;

Whereas, the Department and the MPO have long worked together in transportation planning that involved Section 5303 funds and they want to continue; and

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Program.
The MPO shall develop and implement a biennial Unified Planning Work Program (UPWP) to identify specific tasks, with detailed scopes of work and funding estimates, related to transportation planning and programs. The UPWP is subject to the approval of the Department and the FTA. A copy of the UPWP is on file with the Department and the MPO.

The MPO shall comply with all applicable provisions of 49 USC Section 5303, specifically sections (i) through (j), which requires development and implementation of additional transportation plans and identifies the planning process, a performance-based approach to plan development as well as requirements for public notification and involvement. A copy of each additional plan is on file with the Department and the MPO.

Additional requirements are highlighted in the attached **Exhibit A**, Program Requirements.

2. Funding.
Funding is determined annually by the FTA, the Department and the MPO, which has a 20% funding match requirement. The Department upon consultation with the MPO will select specific tasks from the UPWP to fund and identify the amount for each task. Prior to the start of funding period, the Department will mail to the MPO a Work Authorization that identifies the tasks to be performed, the funding for each task and the local match requirement.

Funding is provided by FTA, Catalog of Federal Domestic Assistance (CFDA) Number 20.505. State funds will not be earmarked or disbursed to fund the Tasks. The Department shall not be responsible for any other costs incurred by the MPO. The MPO shall take all actions necessary to fund its share of the Program.

3. Method of Payment.
With federal funds, the Department shall reimburse the MPO for 80% of the eligible expenses. Invoices shall be submitted quarterly, to the Department's Transit and Rail Division by the 25th day of the quarter following the close of the invoice period. Invoices shall be certified by the MPO that they accurately reflect work completed, amount due and include the Work Authorization number, remaining work authorization balance, control and/or contract number. All expenses must be actual rather than estimated and must be listed on the invoices as charged. Only those expenses properly documented with sufficient documentation as determined and/or approved by the Department, indicating that expenses have been paid, will be reimbursed.

4. Eligible Costs.
Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. Costs incurred by the MPO prior to the effective date of this Agreement or subsequent to the termination date shall not be eligible for reimbursement as Program costs

5. State General Appropriation Funds Not Obligated.
Nothing in this Agreement shall be construed as obligating state general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.
This Agreement becomes effective upon the signature of all parties. The effective date is the date the last party signed the Agreement on the signature page below. All costs incurred under this agreement from October 1, 2018 to September 30, 2022 may be reimbursed. This Agreement shall expire September 30, 2022.

7. Termination for Convenience or Cause.
The Department has the option to terminate this Agreement if the MPO fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the MPO breaches on which the termination is based.

The Department may provide the MPO a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the MPO has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the MPO has not begun and proceeded in good faith to correct the breach, the Department may declare the MPO in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

8. Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the MPO. The Department's decision as to whether sufficient appropriations are available shall be accepted by the MPO and shall be final.

9. Termination Management, Allowable Costs.
In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The MPO shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative.

The MPO shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.
Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The MPO has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the MPO will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. New Mexico Tort Claims Act.
As between the Department and the MPO, 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 limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

12. Retention of Records.
The MPO shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

13. Access to Records.
The MPO shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the MPO or its subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The MPO agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The MPO shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government

14. Audit.
The MPO shall ensure that an annual audit of the Program based on the MPO's fiscal year shall be conducted pursuant to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. The MPO, prior to initiation of the audit, shall seek written approval from the Department of the auditing firm. The MPO agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period as soon as it is released, but in no case later than six months following the close of the local fiscal year. Audit costs are an eligible administrative expense. Should the MPO fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

15. Audit Exceptions.
If federal or state audit exceptions are made, the MPO shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the MPO shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the MPO of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to MPO under this Agreement.

16. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

17. Contracting and Assignment.
The MPO shall not contract any portion of this Agreement without prior written approval of the Department. No such contracting shall relieve the MPO from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the Department.

Except to a successor in kind, the MPO shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should subcontract(s) or an assignment be authorized by the Department, the subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the MPO's responsibility to duly inform the subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

Subcontractors and Assignors of FTA funds must meet applicable Disadvantaged Business Enterprise (DBE) Program requirements when funds are used in whole or in part to finance procurements for applicable products and services.

18. No Federal Government Obligation to Third Parties.
The Department and MPO acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, MPO, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The MPO agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

19. Civil Rights Laws and Regulations Compliance.
The MPO shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the MPO shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The MPO shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination assurance is attached as Assurance-1.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the MPO agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The MPO agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the MPO agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the MPO shall comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the MPO agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The MPO shall include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. For assistance with a contract clause incorporating the requirements of the new DBE rule in 49 CFR Part 26, contact the FTA at https://www.transit.dot.gov/funding/procurement/third-party-procurement/contract-clauses.

E. The MPO also agrees to include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

20. Disadvantaged Business Enterprise (DBE) Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2019 fiscal year is 1.47%, through race-neutral means.

B. The MPO shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The MPO shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the MPO to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the MPO signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The MPO agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. DOT assisted contracts. The MPO will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

D. The MPO is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the awarded contractor's receipt of payment for that work from the Department.

E. The MPO must promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work, and must make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The MPO may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A MPO of FTA funds must meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A MPO with contracting opportunities must sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients,* which is attached hereto as **Certification 2**.

21. ADA Access.

The MPO shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The MPO also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

22. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The MPO acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Section 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The MPO certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant contract or FTA assisted program for which this work is being performed. The MPO further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the MPO to the extent the federal government deems appropriate.

B. The MPO also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and any other applicable statute on the MPO, to the extent the federal government deems appropriate.

C. The MPO certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. MPO further agrees that these clauses shall not be modified, except to identify the subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

23. Lobbying.

An MPO receiving $100,000 or more of 49 U.S.C. Section 5303 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached as **Certification 3**. The MPO must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

If the MPO hires a third-party contractor, the contractor must provide the Lobbying Certification to the MPO. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the MPO.

24. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

25. Energy Conservation.

The MPO agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

26. Clean Water and Air Requirements.

A. The MPO agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 et seq., and the Clean Air Act, 42 U.S.C. Sections 7401 et seq. The MPO agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The MPO agrees to include these requirements in each subcontract exceeding $100,000.00 and financed in whole or in part with federal assistance provided by FTA.

27. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. Part 1200 prohibits FTA MPOs from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. MPOs shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The MPO is required to verify that none of the MPO's principals or affiliates are excluded or disqualified as defined , as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/MPO or proposer/MPO knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/MPO or proposer/MPO agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/MPO or proposer/MPO further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. Central Contractor Registration Requirements.

Prior to payment of invoices, MPO must register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not provide vehicles, or make payments, until the MPO demonstrates that it is registered with the System for Award Management (SAM) website.

29. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USASpending.gov.

The type of information the Department is required to report includes:

- Name of MPO receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the MPO, which includes the Congressional District
- Place of performance of the program or activity, which includes the Congressional District
- Unique identifier—DUNS—of the MPO and its parent organization, if one exists

- Total compensation and names of the top five executives of the MPO. This information is required, if the MPO in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

30. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

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

32. Applicable Law and Venue; Federal Changes.
The MPO shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement by FTA. The MPO shall make as part of this Agreement between the Department and the MPO the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

33. Incorporation of FTA Terms.
Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The MPO shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements.

34. Special Notification Requirement for States.
This project is funded in part by a grant from the Federal Transit Administration (FTA). The Catalog of Federal Domestic Assistance (CFDA) number is 20.505.

35. Amendment.
The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. *Section 1. Program*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature.

New Mexico Department of Transportation

Tom Church, Cabinet Secretary (or Designee)

10/1/18
Date

Gloria Regensberg, Assistant General Counsel

Gloria Regensberg
Gloria Regensberg, Assistant General Counsel

10/28/2018
Date

Santa Fe Metropolitan Planning Organization

Ed Moreno, SFMPO Transportation Policy Board Chair

9/11/2018
Date

ACCEPTED BY THE CITY OF SANTA FE AS FISCAL AGENT FOR THE MPO

CITY OF SANTA FE:

ERIK J. LITZENBERG, CITY MANAGER

9/21/18
DATE

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

9-26-18
DATE

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

9/12/18
DATE

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

09/20/18
DATE

EXHIBIT A
PROGRAM REQUIREMENTS

In addition to the requirements identified in Section 1, above, and 49 U.S.C. Section 5303 and 2 CFR 200, the MPO shall:

1. Act in the capacity as the designated lead agency for each Task identified in the Unified Planning Work Program (UPWP) and designate a point of contact.

2. Assure the development of the biennial UPWP and each Task.

3. Submit quarterly reports to the Department describing progress on each of the Tasks. Quarterly performance of each Task will be reported relative to the annual requirements as specified in each individual Task.

4. Abide by the annual resolution passed by the MPO Policy Committee approving the biennial UPWP in support of each transit planning Task for the Metropolitan Planning Area.

5. Coordinate activities and the planning processes, as appropriate, with local governments and their bureaus overseeing land use, environmental, economic and transportation planning; RTDs, RTPOs and other MPOs; and the Department's Transit and Rail Division and District Offices.

6. Assure all data collected under this MOA is made available to the Department upon request by the Department.

7. Comply with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, *et. seq.* Notification to the Department's Transit and Rail Division shall be transmitted by E-Mail. Provide for distribution of regular MPO meeting agendas and packets to member entities and to the designated Department Transit and Rail Division liaison not later than seven days prior to each meeting.

8. Develop and implement a Public Involvement Plan (PIP) in consultation with the Department, evaluate and report to the Department on the effectiveness of the PIP in contributing to transportation investment and policy decisions on an annual basis and refine as needed.

9. Designate a point of contact, develop and implement a plan and policies to assure Title VI compliance, maintain required documentation.

10. Develop and assure consistency between the Metropolitan Transportation Plan (MTP), the Transportation Improvement Plan (TIP), the UPWP and annual Performance and Expenditure (P&E) Reports.

11. The MPO shall take action on all written requests to the MPO for all Department changes affecting the TIP.

12. Assure that local entities submit detailed and accurate Project Information Forms, updated as needed to maintain consistency with the current TIP and Statewide Transportation Improvement Plan (STIP) to the Department to facilitate the timely preparation and execution of Local Government Agreements.

13. The Department and Grantee agree to cooperatively develop and share information related to the requirements in 23 CFR 450.314(h). Procedural details are outlined in the Department's Planning Procedures Manual. Requirements in 23 CFR 450.314(h) relate to:

    i. transportation performance data;
    ii. the selection of performance targets;
    iii. the reporting of performance targets;
    iv. the reporting of performance to be used in tracking critical outcomes for the region of the MPO; and
    v. the collection of data for the Department's asset management plan for the National Highway System.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the Santa Fe Metropolitan Planning Organization; hereinafter referred to as "**MPO**" assures that:

1. MPO will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),

b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,

c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,

d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,

e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,

g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,

h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,

i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,

j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and

k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. MPO will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

3. As required by 49 CFR § 21.7:

a. MPO will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) MPO implements its Award,

(2) MPO undertakes property acquisitions, and

(3) MPO operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. MPO will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If MPO transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. MPO will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. MPO will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. MPO will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. MPO will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

(4) Lease, or

(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

(1) Federal assistance is provided for its Award,

(2) MPO property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,

(3) MPO retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,

(4) MPO transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or

(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. MPO will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

(1) Construct any facility,

(2) Obtain any rolling stock or other equipment,

(3) Undertake studies,

(4) Conduct research, or

(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

(1) Excluded from participation,

(2) Denied benefits, or

(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: Edward H Moreno

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: 9/11/2018

Printed Name of Signing Official: Edward H Moreno

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for SANTA FE METROPOLITAN PLANNING ORGANIZATION; hereinafter referred to as "**MPO.**"

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The MPO intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the MPO will sign the New Mexico Department of Transportation's Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The MPO must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE's can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

MPO will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. MPO will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

MPO will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).
Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);

2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

3. Providing technical assistance and other services;

4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;

8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and

9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at https://nmdot.dbesystem.com

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

MPO must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the MPO and ensures that the MPO is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The MPO will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

MPO assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

MPO shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. MPO will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

MPO will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

MPO will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to MPO.

MPO will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into MPO's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:	Sept 25, 2018
Signature of MPO Official	Edward H. Moreno
Phone Number:	505-986-6200
Printed Name of MPO Official	Edward H. Moreno

LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding $100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding $100,000 until the Applicant provides this certification.

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding $100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: Ed Moreno Date: 9/11/2018

Printed Name of Signing Official: Edward H Moreno

ITEM # 18-0883

Contract Number: D16022

Vendor Number: 54360

COOPERATIVE AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the **Department**) and Santa Fe Metropolitan Planning Organization (the **Grantee**). The Department and the Grantee (the Parties) agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: Santa Fe Metropolitan Planning Organization (SFMPO) Unified Planning Work Program for Federal Fiscal Years 2019-2022.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the SFMPO Unified Planning Work Program for the current fiscal year and the Department's Planning Procedures Manual.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Planning Procedures Manual.

a. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to the Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the federal award noted in Section 1.

b. Reimbursement requests must be submitted at least quarterly (federal fiscal year) no later than twenty-five (25) days after the last day of the quarter. Each reimbursement request shall reflect the correct federal/local match ratio as applied to the total of costs incurred by the Grantee for the quarter, as noted in Section 1.

c. When the Grantee pays more than its share of the total for a particular period, it must be clearly noted in the reimbursement request, and the amount of overpayment (over-match) will not be applied to future reimbursement requests.

d. The Department reserves the right to withhold reimbursement if any of the aforementioned requirements are not met.

e. The Grantee shall submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.

f. If the Grantee fails to submit a reimbursement request for two contiguous quarters, the Grantee shall provide written justification for the lack of activity to the Department within fifteen (15) days of the end of the second contiguous quarter.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request pursuant to 2 CFR 200.333 and 1.21.2 NMAC. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice from the Department describing the excessive or otherwise erroneous payments.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee, tribal official, tribal council member or tribal employee, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the Agreement. On receipt of a "Notice of Cancellation" from the Department, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Parties acknowledge that termination will not nullify obligations incurred prior to the date of the Notice of Cancellation requiring termination.

7. **Appropriations.** The Grantee acknowledges that:

a. this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;

b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and

c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. part 21.

b. all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 *et seq.*, in accordance with the Human Rights Act, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.

c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, and related regulations.

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

Department
Rosa Kozub, Planning Liaison
NMDOT Government to Government Unit
PO Box 1149
Santa Fe, NM 87504
505-476-3742
Rosa.Kozub@state.nm.us

Grantee
Mark Tibbetts, MPO Officer
PO Box 909
Santa Fe, NM 87504
505-955-6614
mstibbetts@santafenm.gov

10. **Severability.** The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct

under NMSA 1978, Section 41-4-4(A) will apply to all conduct relating to this agreement; (2) only the waivers of immunity from liability under NMSA 1978, Sections 41-4-4 *et seq*. will apply; and (3) this agreement does not waive immunity from liability for tortious conduct relating to this Agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

14. **Term.** This agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2022 unless earlier terminated as provided in Section 6 or Section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.

19. **Disadvantaged Business Enterprise.** The Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement.

Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

20. **Coordination.** The Department and Grantee agree to cooperatively develop and share information related to the requirements in 23 CFR 450.314(h). Procedural details are outlined in the Department's Planning Procedures Manual.

    Requirements in 23 CFR 450.314(h) relate to:

    a. transportation performance data;

    b. the selection of performance targets;

    c. the reporting of performance targets;

    d. the reporting of performance to be used in tracking critical outcomes for the region of the MPO; and

    e. the collection of data for the Department's asset management plan for the National Highway System.

Each party is signing this Agreement on the date stated opposite that party's signature.

Department of Transportation

Date: 8/9/18, 2018 By: _____
Cabinet Secretary or Designee

Santa Fe Metropolitan Planning Organization

Date: August 8, 2018 By: _____

Title: MPO OFFICER

Approved as to form and legal sufficiency.

Date: June 21, 2018 By: _____
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2018 By: _____
Counsel for Santa Fe Metropolitan Planning Organization

ACCEPTED BY THE CITY OF SANTA FE AS FISCAL AGENT FOR THE SFMPO

CITY OF SANTA FE:

_____ DATE: 8/2/18
CITY MANAGER

ATTEST:

Yolanda Y. Vigil DATE: 8-6-18
CITY CLERK

APPROVED AS TO FORM:

_____ DATE: 7/15/18
CITY ATTORNEY

APPROVED:

Mary McCoy DATE: 08/01/18
FINANCE DIRECTOR

City of Santa Fe, New Mexico

[redacted]

Date: March 10, 2022

To: Public Works-Public Utilities Committee / Finance Committee

From: Bill Huey, Water Division Engineer Associate BH

Via: Mary McCoy, Finance Director
Fran Dunaway, Procurement Officer
Jesse D. Roach, Water Division Director JR
Shannon Jones, Public Utilities Department Director SJ

RE: Request approval of Amendment #1 to the Price Agreement #21-0378 with Sub Surface Contracting, Inc. CIP # 3057 City Wide Water Utility Construction & Repair Price Agreement.

ITEM AND ISSUE:

The Water Division requests approval of Amendment #1 to the Price Agreement with Sub Surface. Staff would like to remove the Fiscal Year cap on the Compensation and replace it with a total contract amount.

BACKGROUND AND SUMMARY:

The City-Wide Water Utility Construction Contract with Sub Surface Contracting, Inc. # 21-0378 is an on-call contract, with the Water Division issuing work orders as needed for work such as water line replacements, and emergency repairs. The contract is funded from Transmission and Distribution for work on their infrastructure and was approved for a 4 year term for a total of $1,000,000 at $250,000 per FY. Staff is requesting that the Fiscal Year cap of $250,000, be replaced with a total amount for the term of the contract of $1,000,000. This will allow for the contract to be utilized for the work orders and amounts needed each Fiscal Year, up to the total amount.

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3202777

FUNDING SOURCE:
The funding source is:
Water Operating Budget

FY 2022:
Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water CIP / 5050395
Munis Object Name/Number: WIP Construction / 572970

RECOMMENDATION:

The Water Division recommends:
Approval of Amendment #1 to the Price Agreement with Sub Surface Contracting, Inc.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PRICE AGREEMENT # 21-0378

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PRICE AGREEMENT, July 28, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Sub Surface Contracting Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide Construction Services for City Wide Utility Construction & Repair for the City of Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to remove the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed one million dollars ($1,000,000) excluding gross receipts tax for a total of 4 years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eighty-four thousand three hundred seventy-five dollars ($84,375) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty-four thousand three hundred and seventy-six dollars ($1,084,376). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to**

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Price Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
SUB SURFACE CONTRACTING.
NEAL KEIPER

_____
NAME & TITLE

Date: 4-14-22

CRS# 02104256000
Registration #4691

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2022 08:11 MDT)

Apr 11, 2022

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
5050386.520200 AH
AH

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202777

Contractor: Sub Surface Contracting

Description: City Wide Construction Price Agreement
WTR1950536

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 7/1/21 Term End Date: 6/30/25

☑ Approved by Council Date: 7/28/21

Contract / Lease: Remove F iscal year Cap on amount

Amendment # 1 to the Original Contract / Lease #21-0378

Increase/(Decrease) Amount

Extend Termination Date to: N/ A

☑ Approved by Council Date: pending

Amendment is for

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

Original #21-0378 approved 7/28/21 $250,000 plus nmgrt

3. **Procurement History:** 21/37/B June 2021

Fran Dunaway (Apr 15, 2022 13:40 MDT)

Purchasing Officer Review: Date: Apr 15, 2022

Comment & Exceptions: Increase to contract 4 year price agreement/ no cap

4. **Funding Source:** Water Enterprise Fund CIP **Org / Object:** 5050386.520200

Andy Hopkins

Andy Hopkins (Apr 14, 2022 13:32 MDT)

Budget Officer Approval: Date: Apr 14, 2022

Comment & Exceptions:

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

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

SUBSURF-01 SMONCAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2022

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 License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sub Surface Contracting Inc
27A Paseo De River St
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X PD Ded: $500						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		0692	1/1/2022	1/1/2023	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit:	200,000

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

CERTIFICATE HOLDER

City of Santa Fe
Sangre de Cristo Water Division
801 West San Mateo Rd
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specialty

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc.

Procurement Title: 21/37/B City-Wide Water Utility Construction and Repair Price Agreement, CIP # 3057

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 Bill Huey Water Division, PUD

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: _____

Bill Huey 3/10/2022

Public Utilities Dept / Water Division/Bill Huey Engineer

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

Fran Dunaway (Apr 15, 2022 13:40 MDT) Chief Procurement Officer

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

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

*

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Sub Surface Contracting, Inc. 2) A.A.C. Construction, LLC.	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: City Wide Water Utility Construction & Repair Price Agreement, CIP # 3057

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/37/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

Assignment:

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Chief Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this order.

b. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this agreement are hereby assigned to the City.

City Furnished Property: City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

Commercial Warranty: The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

Taxes: The unit price shall exclude all state taxes.

Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of

the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

Nondiscrimination: Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

Items: All bid items are to be NEW and of most current production, unless otherwise specified.

Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the Requesting Department in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

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

Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

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

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

Article V – Termination
The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement. Contractor shall give the City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item# 21-0378
Munis Contract#_____

CITY OF SANTA FE

ON CALL CITY-WIDE WATER UTILITY CONSTRUCTION & REPAIR PRICE AGREEMENT, CIP # 3057

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **SUB SURFACE CONTRACTING, INC. AND A.A.C. CONSTRUCTION**, hereinafter referred to as the "Contractor" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) The Contractor shall perform all the work required by Water Division, as required, on each Work Order (W/O) in the Contract Documents (attached) for City-Wide Water Construction & Repair Contract. The work consists of, but is not limited to furnishing all equipment, labor and materials for the construction and repair of water mains, valves, hydrants, metered water service lines and settings, pressure reducing valves, vaults, and other incidental work such as pavement removal and replacement, traffic control all as required to extend, replace or repair water distribution, water storage, and water supply infrastructure, in accordance with the drawings, specifications, W/O, attached price sheets and other Contract Documents. All water piping shall be new, poly-wrapped ductile iron, unless otherwise specified.

2) The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

3) The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

4) The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

5) The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

6) Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/37/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as though set forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, such compensation not to exceed two hundred and fifty thousand dollars ($250,000) excluding gross receipts tax per Fiscal Year for a total of four (4) years. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand and ninety four dollars ($21,094) shall be paid by the City to the Contractor per Fiscal Year. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million eighty four thousand three hundred and seventy six dollars ($1,084,376.). 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. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

E. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is

postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Change Orders.

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Entire Agreement.

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

18. Penalties for violation of law.

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

19. Equal Opportunity Compliance.

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

20. Applicable Law.

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

21. Workers Compensation.

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

22. Professional Liability Insurance.

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

23. Other Insurance

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

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

B. Business Automobile Liability insurance for all owned, non-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.

24. Records and Financial Audit.

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

25. Indemnification.

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

26. New Mexico Tort Claims Act

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

27. Invalid Term or Condition.

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

28. Enforcement of Agreement.

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

29. Notices.

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

To the City:
Public Utilities Department
Water Division
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Sub Surface Contracting Inc.
27A Paseo de River
Santa Fe, NM 87507

30. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Aug 4, 2021

CONTRACTOR:
SUB SURFACE CONTRACTING INC.

NAME

GENERAL MANAGER
TITLE

DATE: 6-17-2021

CRS# ●2104256●00
Registration # 46991

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 4, 2021 14:46 MDT)

KRISTINE BUST●S MIHIELCIC, CITY CLERK
GB MTG 07/28/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 16, 2021 16:07 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5●50395.572970 AJH
AJH
Org. Name/Org#.

WTR1950536

PRICE SHEETS

Bid Item	Approx. QTY.	Unit	Article and Description	Unit Price	Item Price
Construction Items					
5	35	LF	2" PVC Water Main , cip, all lengths	$30.00	$1,050.00
10	35	LF	4" PVC Water Main , cip, <1 00'	$36.00	$1,260.00
15	100	LF	4" PVC Water Ma in , cip, >1 00'	$34.00	$3,400.00
20	50	LF	6" PVC Water Main, cip, <1 00'	$42.00	$2,100.00
25	150	LF	6" PVC Water Main, cip, <1 00'	$39.00	$5,850.00
30	75	LF	8" PVC Water Main , cip, <100'	$48.00	$3,600.00
35	200	LF	8" PVC Water Main , cip, >100'	$45.50	$9,100.00
40	35	LF	10" PVC Water Ma in, cip, <1 00'	$52.00	$1,820.00
45	100	LF	10" PVC Water Ma in , cip, >100'	$49.00	$4,900.00
50	50	LF	12" PVC Water Main, cip, <100'	$66.75	$3,337.50
55	150	LF	12" PVC Water Main , cip, >100'	$64.50	$9,675.00
60	50	LF	14" PVC Water Main , cip	$79.00	$3,950.00
65	50	LF	16" PVC Water Main , cip	$97.00	$4,850.00
70	50	LF	24" PVC Water Main, cip	$100.00	$5,000.00
75	35	LF	2" DI Water Main, cip, all lengths	$0.00	$0.00
80	50	LF	4" DI Water Main, cip, <1 00'	$57.50	$2,875.00
85	100	LF	4" DI Water Main , cip, >1 00'	$56.00	$5,600.00
90	75	LF	6" DI Water Main, cip, <1 00'	$53.00	$3,975.00
95	250	LF	6" DI Water Main , cip, >1 00'	$51.00	$12,750.00
100	75	LF	8" DI Water Main , cip, <1 00'	$60.25	$4,518 75
105	250	LF	8" DI Water Main , cip, >100'	$58.00	$14,500.00
110	35	LF	10" DI Water Ma in, cip, < IOO'	$65.00	$2,275.00
115	100	LF	10" DI Water Main , cip, >100'	$63.00	$6,300.00
120	50	LF	12" DI Water Main , cip, <100'	$78.00	$3,900.00
125	100	LF	12" DI Water Ma i n, cip, >100'	$74.00	$7,400.00
130	50	LF	1 4" DI Water Main , cip	$87.00	$4,350.00
135	50	LF	16" DI Water Ma in, cip	$101.00	$5,050.00
140	50	LF	24" DI Water Main , cip	$159.00	$7,950.00
145	75	LF	Extra Pay for Trench Depth, 6' -8'	$8.00	$600.00
150	50	LF	Extra Pay for Trench Depth , 8'- IO '	$12.00	$600.00
155	25	LF	Extra Pay for Trench Depth, I0'-14'	$30.00	$750.00
160	20	CY	Rock Excavation	$220.00	$4,400.00
165	300	CY	Exploratory Excavation (as SDCW Approved)	$65.00	$19,500.00
170	75	CY	Imported Backfill (as SDCW Approved)	$24.00	$1,800.00
175	1000	LB	Fitting Installation	$4.00	$4,000.00
180	500	LB	Fitting I nsertion	$34.00	$17,000 00
185	25	EA	4" Retainer Ring/ Bolt on Flange	$75.00	$1,875.00
190	50	EA	6" Retainer Ring/ Bolt on Flange	$105.00	$5,250.00
195	50	EA	8" Retainer Ring/ Bolt on Flange	$119.00	$5,950.00
200	20	EA	IO" Retainer Rin g/ Bolt on Flange	$121.00	$2,420 00
205	20	EA	12" Retainer Ring/ Bolt on Flange	$145.00	$2,900.00
210	20	EA	14" Retainer Rin g/ Bolt on Flange	$179.00	$3,580.00
215	10	EA	16" Retainer Ring/ Bolt on Flange	$285 00	$2,850.00
220	25	EA	4"Joint Harness	$96.00	$2,400.00

225	50	EA	6" Joint Ha rness	$130.00	$6,500 00
230	50	EA	8" Joint Harness	$155.00	$7,750.00
235	20	EA	IO" Joint Harness	$160.00	$3,200.00
240	20	EA	12" Jo int Harness	$200.00	$4,000.00
245	20	EA	14" Joint Harness	$375.00	$7,500.00
250	10	EA	16" Joint Harness	$455.00	$4,550.00
255	10	CY	Concrete Thrust Blocking (as SDCW Approved)	$355.00	$3,550.00
260	2	EA	Tapping Sleeve w/ Tap, 4" X 4"	$1,400.00	$2,800.00
265	4	EA	Tapping Sleeve w/ Tap, 6" X 4" - 6"	$1,600.00	$6,400.00
270	4	EA	Tapp ing Sleeve w/ Tap, 8" X 4" - 8"	$1,800.00	$7,200.00
275	2	EA	Tapp ing Sleeve w/ Tap, IO " X 4" - IO "	$2,100.00	$4,200.00
280	4	EA	Tapping Sleeve w/ Tap, 12" X 4" - 1 2"	$2,300.00	$9,200.00
285	1	EA	Tapping Sleeve w/Tap, 20" X 4" - 20"	$4,200.00	$4,200.00
290	1	EA	Non-Pressurized Connections, 2" line	$2,500.00	$2,500.00
295	1	EA	Non-Preassurized Connections, 4"-10" line	$3,675.00	$3,675.00
300	1	EA	Non-Preassurized Connections, 12"-20" line	$4,100.00	$4,100.00
305	2	EA	2" CLI25 Gate Valves, cip .	$975.00	$1,950.00
310	2	EA	4" CL125 Gate Valves, cip	$1,050.00	$2,100.00
315	5	EA	6" CL125 Gate Valves, cip	$1,300.00	$6,500.00
320	5	EA	8" CLI25 Gate Va lves, cip.	$1,825.00	$9,125.00
325	1	EA	I O" CL! 25 Gate Valves, cip	$2,335.00	$2,335.00
330	2	EA	12" CL125 Gate Va l ves, cip.	$2,800.00	$5,600.00
335	1	EA	2" CL250 Gate Va lves, cip.	$945.00	$945.00
340	1	EA	4" CL250 Gate Valves, cip.	$1,925.00	$1,925.00
345	10	EA	6" CL250 Gate Valves, cip.	$2,050.00	$20,500.00
350	3	EA	8" CL250 Gate Va lves, cip.	$2,950.00	$8,850.00
355	1	EA	IO " CL250 Gate Va lves, cip.	$4,200.00	$4,200.00
360	1	EA	12" CL250 Gate Valves, cip,	$4,625.00	$4,625.00
365	1	EA	16" CL250 Gate Valves, cip.	$7,100.00	$7,100.00
370	1	EA	20" CL250 Gate Va lves, cip	$16,190.00	$16,190.00
375	1	EA	24" CL250 Gate Valves, cip.	$23,250.00	$23,250.00
380	1	EA	1 2" CL250 Butterfly Valves , ci p	$2,800.00	$2,800.00
385	1	EA	16" CL250 Butterfly Va lves, cip	$4,850.00	$4,850.00
390	1	EA	20" CL250 Butterfly Valves, cip	$6,700.00	$6,700.00
395	1	EA	24" CL250 Butterfly Valves , cip.	$9,325.00	$9,325.00
400	5	EA	Fire Hydrant, 5' or less bury, cip.	$3,125.00	$15,625.00
405	2	EA	Fire Hydrant Extension, 6" or 12" length	$840.00	$1,680.00
410	1	EA	Fire Hydrant Extension, 18" or 24" length	$1,225.00	$1,225.00
415	1	EA	Fire Hydrant Remove & Relay	$800.00	$800.00
420	1	EA	Fire Hydrant Remove & Return	$575.00	$575.00
425	1	EA	2 1/4" Flush Hydrant	$1,565.00	$1,565.00
430	1	EA	2" Blow-Off Valve Insta llation	$1,340.00	$1,340.00
435	1	EA	2" Pressure Relief Va lve, cip .	$6,830.00	$6,830.00
440	1	EA	3" Pressure Relief Valve , cip.	$7,075.00	$7,075.00
445	1	EA	4" Pressure Relief Valve, cip.	$8,195.00	$8,195.00
450	1	EA	6" Pressure Relief Valve, cip.	$10,950.00	$10,950.00

455	1	EA	8" Pressure Relief Valve, cip.	$15,525.00	$15,525.00
460	1	EA	12" Pressure Relief Valve, cip.	$29,725.00	$29,725.00
465	1	EA	Air & Vacuum Release Valve, 1"	$2,950.00	$2,950.00
470	1	EA	Air & Vacuum Release Va lve, 2"	$4,140.00	$4,140.00
475	1	EA	Install City of Santa Fe Furnished Va lve/ Meter, 2" - 4"	$450.00	$450.00
480	1	EA	Install City of Santa Fe Furnished Va lve/ Meter, 6" - 8"	$550.00	$550.00
485	1	EA	Install City of Santa Fe Furnished Va lve/ Meter, 10" - 12"	$750.00	$750.00
490	1	EA	Metered 2" Bypass - Vault Installation	$3,185.00	$3,185.00
495	20	EA	Valve Box, cip.	$825.00	$16,500.00
500	5	EA	Valve Box Replacement	$975.00	$4,875.00
505	5	EA	Valve Box Removal of Existing	$450.00	$2,250.00
510	3	EA	Valve Box Adjustment	$625.00	$1,875.00
515	1	EA	Valve Stem Extens io n, 0' -4' Depth	$250.00	$250.00
520	4	VF	Precast 4' Diameter Pit w/ Lid Min. 4' Depth	$4,000.00	$16,000.00
525	8	VF	Precast 6' Diameter Pit w. Lid Min. 4' Depth	$5,150.00	$41,200.00
530	8	VF	Precast 8' Diameter Pit w/ Lid Min. 4' Depth	$6,200.00	$49,600.00
535	7	CY	Cast-In-Place RCP Vault w/ Lid	$12,500.00	$87,500.00
540	1	EA	Prefabricated Vau lt, 4' X 8'	$8,995.00	$8,995.00
545	1	ACRE	Native Seeding	$2,275.00	$2,275.00
550	1	EA	Bollards (pair)	$1,200.00	$1,200.00
555	18	LF	4" Steel Casing	$95.00	$1,710.00
560	18	LF	4" PVC Casing	$85.00	$1,530.00
565	18	LF	14" Steel Casing	$225.00	$4,050.00
570	18	LF	16" Steel Casing	$240.00	$4,320.00
575	18	LF	18" Steel Casing	$275.00	$4,950.00
580	18	LF	22" Steel Casing	$330.00	$5,940.00
585	18	LF	26" Steel Casing	$400.00	$7,200.00
590	18	LF	28" Steel Casing	$475.00	$8,550.00
595	18	LF	30" Steel Casing	$425.00	$7,650.00
600	18	LF	36" Steel Casing	$460.00	$8,280.00
605	50	DIA-IN- LF	Bore & Jack Casing Pipe	$28.00	$1,400.00
610	18	LF	Open Cut Casing Pipe I ns tallation, < 6' Deep	$39.00	$702.00
615	25	SY	Asphalt Pavement Removal & Disposal, < 2"	$65.00	$1,625.00
620	200	SY	Asphalt Pavement Removal & Disposal, 2"-6"	$65.00	$13,000.00
625	10	SY	Concrete Pavement Removal & Dis posal, < 2"	$95.00	$950.00
630	10	SY	Concrete Pavement Removal & Disposa l, 2" -6"	$110.00	$1,100.00
635	50	SY	Concrete Curb and Gutter Removal & Disposal	$29.00	$1,450.00
640	10	SY	Concrete Sidewalk Removal & Disposal	$30.00	$300.00
645	50	SY	Replace City Street Pavement w/o Laydown Machine , Virgin Asphalt	$75.00	$3,750.00
650	50	SY	Replace City Street Pavement w/o Laydown Ma chine, Recycled Asphalt	$75.00	$3,750.00
655	50	SY	Replace City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$13,250.00
660	10	SY	Replace City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00

665	10	SY	Replace City Street Pavement with Temporary Cold Mix	$105.00	$1,050.00
670	100	SY	Replace Non-City Street Pavement w/o Laydown Machin e, Virgin Asphalt	$75.00	$7,500.00
675	10	SY	Replace Non-City Street Pavement w/o Laydown Machine, Recycled Asphalt	$75.00	$750.00
680	10	SY	Replace Non-City Street Pavement with Laydown Machine, Virgin Asphalt	$265.00	$2,650.00
685	10	SY	Replace Non-City Street Pavement with Laydown Machine, Recycled Asphalt	$265.00	$2,650.00
690	1	SY	Replace Non-City Street Pavement with Temporary Cold Mix	$105.00	$105.00
695	10	SY	Replace Concrete Pavement	$290.00	$2,900.00
700	50	LF	Replace Concrete Curb & Gutter	$45.00	$2,250.00
705	10	SY	Replace Concrete Sidewalk	$190.00	$1,900.00
710	10	CY	Replace Gravel Surface, 0"-2"	$55.00	$550.00
715	10	CY	Replace Gravel Surface, 2"-4"	$65.00	$650.00
720	150	SY	Base course/Gravel (crushed or landscape), 0"- 3"	$35.00	$5,250.00
725	50	SY	Base course /Gravel (crushed or landscape), 3"- 6"	$45.00	$2,250.00
730	4	EA	Service, 3/4" Single, New Main	$1,650.00	$6,600.00
735	2	EA	Service, 3/4" Double, New Main	$1,975.00	$3,950.00
740	2	EA	Service, 1", New Main	$1,825.00	$3,650.00
745	1	EA	Service, 1 1/2", New Main	$3,590.00	$3,590.00
750	1	EA	Service, 2", New Main	$3,970.00	$3,970.00
755	5	EA	Service, 3/4" Single, Existing Main	$1,650.00	$8,250.00
760	2	EA	Service 3/4" Double, Existing Main	$1,975.00	$3,950.00
765	1	EA	Service, 1", Existing Main	$1,825.00	$1,825.00
770	1	EA	Service, 1 1/2", Existing Main	$3,590.00	$3,590.00
775	1	EA	Service, 2", Existing Main	$3,950.00	$3,950.00
780	5	EA	Service Replacement, 3/4"	$1,850.00	$9,250.00
785	2	EA	Service Replacement, Double, 3/4"	$2,100.00	$4,200.00
790	1	EA	Service Replacement, 1"	$1,950.00	$1,950.00
795	1	EA	Service Replacement, 1 1/2"	$3,750.00	$3,750.00
800	1	EA	Service Replacement, 2"	$4,125.00	$4,125.00
805	3	EA	Meter Box Relocation/Replacement, 3/4"	$1,200.00	$3,600.00
810	1	EA	Meter Box Relocation/Replacement, 1"	$1,400.00	$1,400.00
815	1	EA	Meter Box Relocation/Replacement, 1-1/2"	$1,600.00	$1,600.00
820	1	EA	Meter Box Relocation/Replacement, 2"	$1,600.00	$1,600.00
825	5	EA	Service Transfer, 3/4"	$625.00	$3,125.00
830	2	EA	Service Transfer, 1"	$725.00	$1,450.00
835	1	EA	Service Transfer, 1 1/2"	$825.00	$825.00
840	1	EA	Service Transfer at Main, 2"	$850.00	$850.00
845	1	EA	Retire Existing Service at Main 3/4" - 2"	$725.00	$725.00
850	1	EA	Retire Existing Meter Box & Setting	$525.00	$525.00
855	1	EA	Adjust Meter Box To Grade	$450.00	$450.00
860	11	EA	Service Saddle, 3/4" Tap, 4"-12" Main	$650.00	$7,150.00
865	4	EA	Service Saddle, 1" Tap, 4"-12" Main	$775.00	$3,100.00
870	3	EA	Service Saddle, 1 1/2" Tap, 4"-12" Main	$950.00	$2,850.00

875	3	EA	Service Saddle, 2" Tap, 4"-12" Main	$1,075.00	$3,225.00
880	100	LF	Service Tubing, 3/4"	$33.50	$3,350.00
885	100	LF	Service Tubing, 1"	$36.25	$3,625.00
890	100	LF	Service Tubing, 1 1/ 2"	$44.00	$4,400.00
895	25	LF	Service Tubing, 2"	$53.00	$1,325.00
900	1	EA	Air and Vacuum Valve (individual)	$2,350.00	$2,350.00
905	1	GROUP OF 10	Air and Vacuum Valve (individual)	$21,250.00	$21,250.00
910	1	EA	Automatic Flushing Valve	$6,235.00	$6,235.00
915	$20,000	EA	Materials Mark-Up Over Invoice	$20,000.00	$20,000.00
920	$8,000	EA	Traffic Control Mark-Up Over Invoice	$8,000.00	$8,000.00
925	1	Allow.	Street Cut Permits	$375.00	$375.00
930	1	EA	Project Signs	$450.00	$450.00
935	10	HR	Archeological Required Delay (After 2 hrs)	$375.00	$3,750.00
940	1	LS	Archeological Required Mob/Demob	$450.00	$450.00
EMERGENCY REPAIR					$
9000	175	HR	Supervisor's Truck with tools	$35.00	$6,125.00
9100	80	HR	Backhoe Skid Steer	$58.00	$4,640.00
9200	8	HR	Compressor with tools	$55.00	$440.00
9300	16	HR	Dump Truck	$60.00	$960.00
9400	4	HR	Pump	$30.00	$120.00
9500	300	HR	Laborer	$43.00	$12,900.00
9600	200	HR	Pipe Fitter	$45.00	$9,000.00
9700	200	HR	Equipment Operator	$58.00	$11,600.00
9800	175	HR	Foreman	$70.00	$12,250.00
9900	$5,000	EA	Rental items Mark-Up over Invoice (multiply $5000 x your % for item Price)	$5,000.00	$5,000.00
9950	$20,000	EA	Materials Mark-Up Over Invoice (multiply $20,000 x your % for item Price)	$20,000.00	$20,000.00

Total of all item Prices (last column) $1,169,311.25

Base Bid - Contractor shall be chosen based on the total of all Bid Items, Item Price, as Bid, exclusive of Gross Receipts Tax:

One Million,One hundred Sixty Nine thousand & Three hundred & eleven Dollars & Twenty Five Cents $1,169,311.25

(use words)

4. The Bidder agrees that:

A. For all "normal " Work Orders (WO) the work to be performed under the WO shall commence not later than (10) consecutive calender days after the date of written Notice to Proceed. For all "emergency" Wos the Contractor shall be on site within 4-hours.

Signature: Michael Moya

Email: mrmoya@santafenm.gov

Signature: Jonathan Montoya
Jonathan Montoya (Jun 17, 2021 13:22 MDT)

Email: jmmontoya@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones (Mar 14, 2022 11:06 MDT)

Email: swjones@santafenm.gov

City of Santa Fe, New Mexico

memo

DATE: **April 22, 2022**

TO: **City Council**

FROM: **Marcos Martinez, Senior Assistant City Attorney** MM
Irene Romero, Administrative Manager IR

VIA: **Erin K. McSherry, City Attorney** EM

SUBJECT: **WestlawNext On-Line Legal Research FY23**

ITEM AND ISSUE:

The City Attorney's Office is requesting approval of the Agreement with Thomson Reuters (WestlawNext) for on-line legal research. This includes ProFlex Products such as National Primary Core, Analytical Plus for Government, Litigation, West LegalEdCenter and Practical Law.

The cost for this contract, which provides legal research and database access, totals $204,761.64 over the full term of the contract. The longer term of four years limits yearly increases and saves the City money compared with renegotiating the contract each year. The agreement is for a four (4) year term and will terminate on June 30, 2026. The breakdown is as follows:
FY23 $4140.00
FY 24 w/2% increase $4222.80
FY 25 w/2 % increase $4307.26
FY 26 w/2% increase $4393.41

RECOMMENDED ACTION:

The City Attorney's Office recommends approval of the WestlawNext Agreement in the amount of $204,761.64 for the term of the contract.
FY 23 - Org. 1002550 – Line Item 530710.

City of Santa Fe, New Mexico

memo

Date: **March 14, 2022**

To: **Fran Dunaway, Chief Procurement Officer**

From: Irene Romero, Administrative Manager

Subject: **Exemption Determination Request 13-1-98 R**

City Attorney's Office respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. **The City Attorney's Office is requesting approval on the Agreement with Thomson Reuters (WestlawNext) for on-line legal research. This is includes ProFlex Products such as National Primary Core, Analytical Plus for Government, Litigation, West LegalEdCenter and Practical Law.**

City of Santa Fe follows the New Mexico State Procurement code.

R. contracts and expenditures for legal subscription and research services and litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees, but not including attorney contracts;

Amount: $ 204,761.64
Term: 6/30/26

Approved Exemption

Fran Dunaway (Apr 13, 2022 15:13 MDT)

Fran Dunaway, Chief Procurement Officer

THOMSON REUTERS

Order Form Order ID: Q-02724702

Contact your representative mitch.billings@thomsonreuters.com with any questions. Thank you.

Sold To Account Address	Shipping Address	Billing Address
Account #: 1000345280 SANTA FE OFFICE MANAGER CITY ATTORNEY PO BOX 909 200 LINCOLN AVE RM 205 SANTA FE NM 87501-1904 US "Customer"	Account #: 1000345280 SANTA FE OFFICE MANAGER CITY ATTORNEY PO Box 909 200 LINCOLN AVE RM 205 SANTA FE NM 87501-1904 US	Account #: 1000345280 SANTA FE OFFICE MANAGER CITY ATTORNEY PO Box 909 200 LINCOLN AVE RM 205 SANTA FE, NM 87501-1904 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at http://tr.com/TermsandConditions. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	$4,140.00	48

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link Excluded Charges may change from time-to-time upon 30 days written or online notice.

We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Autorenewal to Lapse at End of Term For Online/Software/Solutions Services Products.

The Online/Software/Solutions Service Products under this order form will terminate at the end of the Minimum Term or Renewal Term as applicable to this Order Form at which time we will no longer provide you with subscription services for these products.

Acknowledgement: Order ID: Q-02724702

Signature of Authorized Representative for order	**Title**
Printed Name	**Date**

This Order Form will expire and will not be accepted after 5/29/2022.

Authorized West Publishing Representative

Signature: Charles W Holmsten

Printed Name: Chuck Holmsten

Title: Senior SCM Consultant

Date: 3/31/2022

THOMSON REUTERS

Attachment Order ID: Q-02724702

Contact your representative mitch.billings@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000345280

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Romero, Irene
Email: ikromero@santafenm.gov

eBilling Contact
Contact Name Irene Romero
Email **ikromero@santafenm.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000345280	SANTA FE OFFICE MANAGER	200 LINCOLN AVE RM 205 SANTA FE NM 87501-1904 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
9	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
9	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
9	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
9	Attorneys	42958180	Practical Law for Government with Dynamic Toolset
9	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Irene	Romero	ikromero@santafenm.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42076680	Gvt - National Primary Core
42077754	Westlaw All Analytical, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
41988415	Gvt - West LegalEdcenter For Government (Westlaw PRO™)
41933493	Practical Law, Enterprise access, Government

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	$4,140.00	2.00%	$4222.80	2.00%	$4307.26	2.00%	$4393.41	N/A	N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.

CITY OF SANTA FE SIGNATURE PAGE

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR
DATE: _____

ATTEST:

_____
KRISTINE M. MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: **March 14, 2022**

To: **Fran Dunaway, Chief Procurement Officer**

From: Irene Romero, Administrative Manager

Subject: **Exemption Determination Request 13-1-98 R**

City Attorney's Office respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. **The City Attorney's Office is requesting approval on the Agreement with Thomson Reuters (WestlawNext) for on-line legal research. This is includes ProFlex Products such as National Primary Core, Analytical Plus for Government, Litigation, West LegalEdCenter and Practical Law.**

City of Santa Fe follows the New Mexico State Procurement code.

R. contracts and expenditures for legal subscription and research services and litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees, but not including attorney contracts;

Amount: $ 204,761.64
Term: 6/30/26

Approved Exemption

Fran Dunaway (Apr 13, 2022 15:13 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Thomson Reuter (WestlawNext)

Procurement Title: Online Legal Research Subscription

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 City Attorney's Office Staff Name Irene Romero/Marcos Martinez

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Irene Romero, Administrative Manager — 2/22/22

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

Fran Dunaway (Apr 13, 2022 15:13 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203288**

Contractor: **Thomson Reuters (WestlawNext)**

Description: **Online Legal Research.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **7/1/22** Term End Date: **6/30/26**

☐ Approved by Council Date: _____

Contract / Lease: **Contract**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

Fran Dubeway (Apr 13, 2022 15:13 MDT) Apr 13, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: exempt from the competitive process.

4. **Funding Source:** **100** **Org / Object:** **1002550.530710**

Andy Hopkins (Apr 11, 2022 09:59 MDT) Apr 11, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Irene Romero** Phone # **955-6512**

Email: **ikromero@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: April 13, 2022

To: Finance Committee – May 2, 2022
Quality of Life Committee – May 4, 2022
Public Works Committee – May 9, 2022
Governing Board – May 11, 2022

From: Alexandra Ladd, Director, Office of Affordable Housing

Re. Partial Release of Tierra Contenta Corporation Mortgage for Tract 53A

ACTION REQUESTED

Request approval of the attached partial release of mortgage between the City of Santa Fe and Tierra Contenta Corporation (TCC) to facilitate the sale of the parcel to the Housing Trust. Upon release, a partial pay off of the mortgage in the amount of $47,531.66 will be made to the City.

BACKGROUND

The Tierra Contenta Corporation (TCC) was established by the City of Santa Fe as a non-profit development corporation to develop the spine infrastructure for Tierra Contenta and manage land sales to housing developers. The Tierra Contenta Master Plan governs land disposition through the promotion of affordability (40% of all homes), walkability, traditional streetscapes, clustered housing, mixed-use districts, and access to an extensive open space and trails network. Every land sale in Tierra Contenta requires that TCC's mortgage with the City is partially released in order for TCC to meet its obligation to pay back the City and to transfer ownership.

ITEM AND ISSUE

The Housing Trust intends to purchase Tract 53A from TCC. The tract is approx. 3.65 acres and is zoned for 20 homes, of which at least half will be priced affordably for income-certified homebuyers (earning less than 80% of area median income). In order for the sale to be completed, the City's mortgage with TCC must be partially released as per the attached document. Staff has determined that all conditions of the mortgage release have been met, specifically, a land survey to confirm the exact boundaries and size of the parcel.

Additionally, the transfer of the property requires that TCC pays back the City at a rate of $13,007.05 per acre. This will result in a total payment of $47,531.66, with 2/3 of the payoff deposited into the Economic Development fund and 1/3 deposited into the Affordable Housing Trust Fund (AHTF).

PARTIAL RELEASE OF MORTGAGE

PARTIAL RELEASE OF MORTGAGE (this "Release") by and between Tierra Contenta Corporation, a New Mexico corporation ("TCC"), and the City of Santa Fe, New Mexico, a New Mexico municipal corporation (the "City"), dated as _____.

RECITALS

A. TCC granted a mortgage to the City, pursuant to that certain Mortgage recorded on December 15, 1994 in the real property records of Santa Fe County, New Mexico, in book 1122 at pages 790-814, as document 888,263 (the "mortgage"), on all of the property described on Exhibit B to the Mortgage (such property, the "Premises").

B. Section 6 of the Amended Mortgage, Item #13-1080, dated November 19, 2013, provides for the partial release of the Mortgage on the Premises if certain conditions are met.

C. The required conditions for partial release are met because Borrower has delivered to Lender a map and a written survey description of Tract 53A as depicted on the Plat of Tierra Contenta Subdivision Phase 2C, which map and description have been certified by a professional land surveyor licensed in the State of New Mexico, and include a calculation of the number of acres within the parcel, as specified in Section E(iii) of the Amended Mortgage.

D. Phase 2C of the Premises is depicted on that certain plat of survey entitled "TIERRA CONTENTA SUBDIVISION PHASE 2C" recorded November 3, 2016 in the real property records of Santa Fe County, New Mexico, in book 809, at pages 8-13, (the "Phase 2C Plat").

E. TCC desires to sell to The Santa Fe Community Housing Trust (The Housing Trust), a New Mexico non-profit corporation, and The Santa Fe Community Housing Trust desires to acquire Tracts 53A as depicted on the Plat of Tierra Contenta Subdivision Phase 2C.

F. Tracts 53A, of Tierra Contenta Subdivision, Phase 2C is a part of the Premises and is fully described on Exhibit A attached hereto and comprises 3.6543 acres.

G. A condition for the closing of the sale of Tracts 53A is the partial release of the Mortgage of Tracts 53A (3.6543 acres), which is part of the Premises.

H. The parties mutually desire that the City release the Mortgage as to Tracts 53A. The mortgage amount is equal to the number of acres of land comprising The Santa Fe Community Housing Trust tract that are part of the Premises multiplied by Thirteen Thousand Seven Dollars and Five Cents ($13,007.05), or a total of Forty-seven Thousand Five Hundred Thirty-one Dollars and 66/100's ($47,531.66).

I. Thirteen Thousand Seven Dollars and Five Cents ($13,007.05) per acre, or a total of Forty-seven Thousand Five Hundred Thirty-one Dollars and 66/100's ($47,531.66) will be paid to the City upon recordation of the closing documents.

AGREEMENTS

NOW, THEREFORE, in consideration and fulfillment of the terms and conditions of the Mortgage and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the following terms:

1. **Release of Mortgage**

1.01 **Release.** At closing the Seller will pay an amount of Forty-seven Thousand Five Hundred Thirty-one Dollars and 66/100's ($47,531.66) as to Tract 53A described and shown on plat, Exhibit A.

2. **Miscellaneous Provisions**

2.01 **"Effective Date".** As used in the Release, the term "Effective Date" means the date this Release is recorded in the records of Santa Fe County, New Mexico.

2.02 **Filing and Recording.** TCC will cause this Release to be filed, registered or recorded. TCC will pay all filing and recording fees and any fees of the Escrow Agent.

IN WITNESS WHEREOF, this Release has been duly authorized and has been executed and delivered by the parties as of the date first above written.

THE CITY:
The City of Santa Fe
SANTA FE, CITY OF NEW MEXICO

By: _____
Name: Alan M. Webber
Title: Mayor

Attest:

_____
Kristine Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

Patricia Feghali
Patricia Feghali, Assistant City Attorney

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

TCC:

TIERRA CONTENTA CORPORATION,
a New Mexico Corporation

By: _____

Name: _____
Title: Executive Director

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022, by Alan M. Webber, the Mayor of THE CITY OF SANTA FE.

_____
Notary Public

My Commission expires: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this ___ day of _____ 2022 by _____, the Executive Director of TIERRA CONTENTA CORPORATION.

_____
Notary Public

My Commission expires: _____

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Tierra Contenta Corporation**

Description: **The Master Plan for Tierra Contenta Phase 3 to develop over 1,300 new housing units with at least 40% to be sold or rented with price restrictions to income qualified renters and home buyers.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **4/15/2023** Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **N/A** 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)
Office of Affordable Housing (35%) 2572750.470500
Economic Development Dept (65%) 2122800.470500

3. **Procurement History:** **N/A**

Fran Donaway (Apr 25, 2022 15:35 MDT) — Apr 25, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: No Procurement -Sale of Property

4. **Funding Source:** **AHTF (35%) & Econ Dev (65%)** **Org / Object:** **2572750.470500 (35%)**

Andy Hopkins — Apr 21, 2022

Andy Hopkins (Apr 21, 2022 11:42 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: April 13, 2022

To: Finance Committee – May 2, 2022
Quality of Life Committee – May 4, 2022
Public Works Committee – May 9, 2022
Governing Body – May 11, 2022

From: Alexandra Ladd, Director, Office of Affordable Housing

Re. Amendment #1 to Amended Mortgage Agreement for Tierra Contenta

---

ACTION REQUESTED

Request approval of Amendment #1 of the Amended Mortgage Agreement for Tierra Contenta which authorizes the City Manager to grant releases and partial releases of the Mortgage on behalf of the City in order to facilitate land sales for Phase 3 development of Tierra Contenta.

BACKGROUND

The Tierra Contenta Corporation (TCC) was established by the City of Santa Fe as a non-profit development corporation to develop the spine infrastructure for Tierra Contenta and manage land sales to housing developers. The Tierra Contenta Master Plan governs land disposition through the promotion of affordability (40% of all homes), walkability, traditional streetscapes, clustered housing, mixed-use districts, and access to an extensive open space and trails network. Every land sale in Tierra Contenta requires that TCC's mortgage with the City is partially released in order for TCC to meet its obligation to pay back the City and to transfer ownership.

While development in Tierra Contenta has been somewhat dormant for the last several years, upcoming development partnerships will finance the installation of spine infrastructure and open up the remaining land for development. Over 1,300 homes, both rental and homeownership, stand alone and multifamily, will be created, with price restrictions applicable to 40% of them. Additionally, the final phase will include community services and amenities, include parks and open space, and fortify the area's trail network.

ITEM AND ISSUE

The Amended Mortgage is written in such a way to imply that the Governing Body must approve any releases or partial releases of the Mortgage between the City and Tierra Contenta. Because land sales negotiations are often time-sensitive, staff recommends amending the mortgage so that the City Manager can approve the releases, once staff verifies that the transaction is valid and meets the conditions of the Phase 3 Master Plan.

Item#_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
AMENDED MORTGAGE AGREEMENT
FOR TIERRA CONTENTA
ITEM#13-1080

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE AMENDED MORTGAGE AGREEMENT, dated November 19, 2013 the "Agreement"), between the City of Santa Fe (the "City") and Tierra Contenta Corporation ("TCC"). The date of this Amendment shall be the date when it is executed by the City and TCC, whichever occurs last.

Recitals:

WHEREAS, the Master Plan for Tierra Contenta was recently amended to guide the development of Phase 3A for the planned community; and

WHEREAS, over 1,300 new housing units will be developed in Phase 3, of which at least 40% will be sold or rented with price restrictions to income-qualified renters and homebuyers; and

WHEREAS, these units will be built on several individual tracts of land and upon sale to each housing developer a partial mortgage release is required so that the title can transfer and TCC can pay back the City mortgage; and

WHEREAS, currently the Amended Mortgage Agreement is written in such a way that the mayor has to sign for each partial mortgage release which requires approval by the Governing Body; and

WHEREAS, the City Manager is authorized to sign for most similar agreements under SFCC 1987 26-1.14, pertaining to the Santa Fe Homes Program; and

WHEREAS, the development of Phase 3 is not covered by the Santa Fe Homes Program

(SFHP), but responds to the same policy priority which is to support affordable housing and therefore giving authority to the City Manager to sign the partial mortgage releases in the Amended Mortgage is consistent with the City's current practices under the SFHP Program.

Terms:

In this Amendment, the City and TCC agree that the City Manager is authorized to grant releases of the Mortgage or partial releases of the Mortgage on behalf of the City, subject to the rest of the terms in the Amended Mortgage Agreement.

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 Amended Mortgage Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

Tierra Contenta Corporation, a New Mexico non-profit corporation:

_____
NAME

_____
TITLE

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Foghali
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

This instrument was acknowledged before me on_____, by _____, _____

of the City of Santa Fe, A Municipal Corporation.

_____

Notary Public

My Commission Expires: _____

ITEM # 13-1080

AMENDED MORTGAGE

WHEREAS, Tierra Contenta Corporation (TCC), a New Mexico non-profit corporation (Borrower) and the City of Santa Fe, a municipal corporation, Santa Fe County, New Mexico, (Lender), entered into a Settlement Agreement on June 26, 2007, to mutually settle a lawsuit filed by the Borrower against the Lender, in United States District Court, District of New Mexico, Cause #06-766 LH/RLP ("Settlement Agreement").

WHEREAS, TCC granted a mortgage to the City, recorded on December 15, 1994, in the real property records of Santa Fe County, New Mexico, in book 1122 at pages 790-814, as document 888,263 (the "Mortgage'), on all of the property described on Exhibit B to the Mortgage.

WHEREAS, in consideration for dismissal, the Lender agreed, in Paragraph 3. F.: "The City agrees to extend the final due date of the Tierra Contenta Corporation Promissory Note and Mortgage from July 2012 to July 2014. The City shall release the Mortgage from the portions of the project to which 30 afy referred to in paragraph 3. A. above is applied. In return, the per acre payments to the City by TCC under the Promissory Note shall be increased by the amount necessary to ensure full payment by TCC to the City of the remaining amount owned on the Promissory Note."

WHEREAS, TCC and the City entered into a Partial Release of Mortgage dated December 18, 2009, filed of record as document #1587593 on January 6, 2010 whereby the City released Phase 2C (49.1312 acres) from the Mortgage so that TCC could sell those acres to Commercial Center at 599. The Mortgage for the developable acres in the amount of $362,255.00 was transferred to the remaining land in TCC per paragraph 3.F. of the Settlement Agreement and Release.

WHEREAS, the Borrower and the Lender now simultaneously amend the Mortgage and Promissory Note to: i) to reflect the terms of the Settlement Agreement; ii) extend the final due date to July 1, 2024 of the Mortgage Promissory Note; and iii) adjust the Mortgage, and the Mortgage Promissory Note to reflect reductions in developable area within the Tierra Contenta Master Plan from that area that the City of Santa Fe sold to TCC as evidenced by actual historical subdivision approvals as opposed to the estimated usable area at the time that the land was sold to Tierra Contenta Corporation.

WHEREAS, the Borrower and Lender agree that the aforementioned Settlement Agreement requires TCC to adjust the release price per acre to account for releases made in Phase 2C of Tierra Contenta and for reductions in the actual developable acres remaining within the Master Plan Area. The attached Schedule A demonstrates that the remaining acreage owned by TCC that is secured by the note and mortgage with the City on this date is 163.00. The remaining balance on this date is $2,512,826.86. The balance should be amended to reflect the reduced amount of acres sold to TCC. That reduction is 37.045 acres at the original price of $10,600 per

acre yields an adjustment (reduction) in the amount of $392,677.00, resulting in the remaining balance on the note and mortgage of $2,120,150 ($2,512,826.86 less $392,677.00). (See Schedule B). Hence, the new amended price per acre should be $13,007.05.

THERFORE, the Borrower and Lender agree:

1. Mortgage: Borrower grants to Lender the real estate described on attached Exhibit B (real Estate) with mortgage covenants. This Mortgage is upon the statutory mortgage condition for the breach of which this Mortgage is subject to foreclosure as provided by law.

2. Obligations Secured: The original Mortgage was given to secure (collectively, the Obligations) (i) the payment of the promissory note in the amount of six million, two hundred eighty seven thousand dollars ($6,287,000), dated the same date as this Mortgage, given by Borrower in favor of Lender, a copy of which promissory note is attached as Exhibit A, and all extensions and renewals of the promissory note, and (ii) the performance of Borrower as provided in this Mortgage. The original Mortgage was in the amount of $6,287,000 for 593.113 developable acres, or $10,600 per developable acre. Out of the original 593.113 developable acre, the Borrower has platted back 39.825 acres to the City for open space. Further, the Borrower, to date, has paid back to the City $3,773,818 at $10,600 per acre for 356 developable acres released and sold. Therefore, currently, the remaining balance owed to the Lender from the Borrower on the original Mortgage and Promissory Note is $2,512,826.86. The Borrower received a release from the City for 34.175 acres in 2010 and in accordance with the 2007 Settlement Agreement, paragraph F., which requires a new recalculation of the release price per acre, i.e., a different number than the original $10,600 per acre release price. Currently, the remaining developable acres owned by the Borrower is163.00 acres. Therefore, according to the Settlement Agreement, paragraph 3. F., the new recalculation of the release price is as follows: remaining balance on the Mortgage and the Promissory Note divided by developable acres ($13,007.05 per acre).

3. Ownership: Borrower guarantees that Borrower owns the Real Estate in fee simple, free from encumbrance and has the right, power and authority to mortgage the Real Estate. Borrower will defend the Real Estate against all claims of all persons at any time claiming the Real Estate, or any interest in the Real Estate, except Lender.

4. Protection: Borrower may transfer, redivide and encumber the Real Estate. Lender may inspect the real Estate at any reasonable time. Borrower will pay when due any taxes and assessments on the Real Estate and the use and operations of the Real Estate. If any items of Real Estate are taken by any governmental authority by

eminent domain, or under threat of eminent domain, the proceeds, after expenses and provision for any taxes on the proceeds, will be paid as a prepayment on the Obligations.

5. Land Transfer: Borrower and/or its assigns agree to transfer to the City a minimum of 351 acres within Tierra Contenta. Approximately 258 acres of this amount is designated on the Tierra Contenta masterplan as parks, open space and major roads.

6. Partial Releases – Subdivision and Development.

   A. Borrower's Intention. Despite any provision to the contrary contained in this Mortgage, Borrower may obtain partial releases of portions of the Real Estate from this Mortgage as provided in this Mortgage.

   B. Costs and Expenses. The costs and expenses of any surveying and subdividing (with or without platting), dedicating roads, easements, and rights-of-way, reserving easements, restricting, developing, bringing and providing utilities, constructing upon, obtaining partial releases from Lender, reselling, and other activities of Borrower with respect to the Real Estate, will be the sole expense of Borrower, and Borrower will defend, indemnify and hold Lender harmless from theses costs, expenses and activities.

   C. Joinder by Lender. Lender will join in the signing, acknowledgement, and delivery of all documentation required to effect any of the foregoing upon request by Borrower, provided that Borrower is not in default as provided in this Mortgage.

   D. Partial Release Price. Borrower may obtain releases from this Mortgage of subdivided or un-subdivided parcels of the Real Estate to be selected by Borrower by payment of thirteen thousand, seven dollars and five cents ($13,007.05) per acre in reduction of the principal balance of the Promissory Note. Borrower may obtain partial releases from this Mortgage of parcels which are fractions of an acre, provided that the principal balance of the Promissory Note is reduced proportionately.

   E. Application of Partial Release Price. The consideration for release of the lots or parcels to be released will be as follows:

      (i) In consideration of the reduction in the Promissory Note, Borrower may obtain the partial release of a parcel of Real Estate at the rate as provided in this Mortgage; and

(ii) All payments made in reduction of the Promissory Note may be used by the Borrower to obtain a partial release of a parcel of Real Estate at the rate as provided in this section. All payments for the partial release of the parcel of the Real Estate will be applied as principal reductions on the remaining unpaid balance of Promissory Note.

(iii) When Borrower wants to obtain the partial release of a parcel of the Real Estate, Borrower will deliver to Lender: (a) a map and a written survey description of that portion of the Real Estate constituting an un-subdivided parcel, which map and description will be certified by a professional land surveyor licensed in the State of New Mexico, and will include a calculation of the number of acres within the parcel, or (b) the legal description of any subdivided lot and, thereupon Lender will make sign, acknowledge, and deliver to Borrower a partial release of the lot or parcel of the Real Estate selected by Borrower to be released.

(iv) In circumstances where the Borrower sells property to another buyer under a multi-year note, the Lender will allow the Borrower to pay off the partial release price over an identical multi-year period, up to the maximum of two years from the date of release, at no interest.

(v) The Lender agrees to subordinate this Mortgage and the Promissory Note to development lenders of the Borrower and the construction lenders of builders who purchase property from the Borrower. The Borrower agrees to render to the Lender an annual accounting and an interim accounting following each sale of the Property in connection with which the City has provided a partial release of the Mortgage, of the proceeds from sales of parcels within the Property, any and all payments made on notes between the Borrower and builders, and the balance owing on the development loan and on the notes between Borrower and builders.

7. Costs: If Borrower fails to perform any of the duties of Borrower as provided in this Mortgage, Lender may do so on behalf of the Borrower. If this Mortgage is placed in the hands of a lawyer for enforcement, Borrower will pay the costs, including the reasonable actual lawyer fees, of Lender incurred in enforcing this Mortgage. Any amounts expended by Lender in performing the duties of Borrower or enforcing this Mortgage will bear interest at four percent (4%) a year and will be payable by Borrower to Lender on demand.

8. Default: Borrower will be in default as provided in this Mortgage and as provided in the Obligations upon the happening of any of the following events:

A. The failure of Borrower to perform within thirty days from the due date of the Obligations required to be performed by Borrower; or

B. The appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings as provided in any bankruptcy or insolvency laws by or against, Borrower; or

C. Any guarantee made by Borrower in this Mortgage is false.

9. Remedies: Upon the default of the Borrower, Lender will give Borrower written notice specifying the default, and Borrower will have thirty days after the date of the receipt by Borrower of the written notice within which to cure the default. If Borrower fails to cure the default within the thirty day period, then, at any subsequent time:

   A. This Mortgage may be foreclosed, the Real Estate sold and the proceeds of sale applied to discharge the Obligations. Lender may purchase the Real Estate, or any part of the Real Estate, at the foreclosure sale, and will be entitled to a credit on the purchase price in the amount of the interest of Lender in the proceeds of the sale. The redemption period will be two months.

   B. Lender, or a receiver for Borrower appointed by a court, may take possession of the Real Estate, collect the rents and profits of the Real Estate, and apply them to the obligations. The right to the appointment of a receiver will not be dependent upon the insolvency of Borrower or the value of the Real Estate.

10. Enforcement of Obligations: Despite any provision of the Obligations or this Mortgage, the Obligations of Borrower to pay the Obligations and perform or make good the representations, warranties and agreements contained in the Obligations, this Mortgage or in any other document that may now or subsequently be executed and delivered by Borrower to secure payment of the Obligations, will not be enforced by any action or proceeding in which or by which damages or any money judgment (including any deficiency judgment) will be sought against Borrower or any assignee, transferee, or successor in interest of Borrower; provided that Lender will not be prohibited from naming Borrower or the assignee, transferee or successor in interest of Borrower as a party to any action, suit or other proceeding initiated by Lender to enforce the rights of Lender as provided in, or to foreclose any lien granted by, this Mortgage or any other security document, no assets of Borrower or assignee, transferee or successor in interest of Borrower will be subject to levy, executed or other enforcement procedure for the satisfaction of the remedies of Lender.

11. Waiver: No waiver by Lender of any default will operate as a waiver of any other default or of the same default on a future occasion. The taking of this Mortgage will not waive or impair any other security Lender may have or may subsequently acquire for the Obligations, nor will the taking of any additional security waive or impair the rights granted as provided in this Mortgage. Lender may resort to any security Lender may have in the offer Lender may deem proper.

12. Binding Effect: This Mortgage will inure to the benefit of, and bind, Borrower and Lender and then successors and assigns, is specifically enforceable, is construed under the laws of New Mexico, and may be modified only in writing.

13. Term: This Mortgage is now extended from July 2014 as stated in the Settlement Agreement to July 1, 2024, due to adverse market conditions.

DATED: 11/19/13, 2013.

BORROWER:

Tierra Contenta Corporation, a

New Mexico non-profit corporation

By: _____
President

LENDER:

The City of Santa Fe, a municipal

corporation

By: _____
Mayor David Coss

APPROVED AS TO FORM:

_____ for 8/30/13
GENO ZAMORA, CITY ATTORNEY

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK
ccncfg 10-30-13

APPROVED:

11/8/13

MARCOS TAPIA, FINANCE DIRECTOR

STATE OF NEW MEXICO }

COUNTY OF SANTA FE } ss.

The foregoing instrument was acknowledged before me on November 13, 2013, by David Coss, Mayor of City of Santa Fe, a municipal corporation, on behalf of the municipal corporation.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2016

Notary Public

Commission expires: September 8, 2016

STATE OF NEW MEXICO }

COUNTY OF SANTA FE } ss.

The foregoing instrument was acknowledged before me on November 19, 2013, by Michael Chapman, President of Tierra Contenta, a non-profit corporation, on behalf of the non-profit corporation.

Notary Public

Commission expires:

OFFICIAL SEAL
Margaret L. Vasquez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10/1/2016

Schedule A

NMSD-TCC Unsold Tracts

03/04/10

	Acres	Allowed* Units	Most Likely** Density	
NMSD Land				
Tract 21- Residential 6-9 du/acr	5.2	36	36	
Tract 22 - Residential 1-5 du/ac	8.8	35	35	
Tract 23 - Residential 1-5 du/ac	39.5	158	158	
Tract 66 - Neighborhood comm	1.1	0	0	
Tract 70- Residential 10-20 du/	4.5	72	54	
Tract 71- Residential 6-9 du/acr	13.7	96	96	
Tract 72 - Campus	40.5	0	182	**requires Master Plan amendment**
Tract 73 - Residential 1-5 du/ac	43.7	175	175	
Tract 74 - Residential 1-5 du/ac	24.2	97	97	
SUBTOTAL - NMSD	**181.2**	**669**	**833**	
TCC Land				
Tract 55 - Residential 1-5 du/ac	22.8	103	0	
Tract 56 - Residential 1-5 du/ac	5.7	26	0	
Tract 57 - Residential 1-5 du/ac	43.2	194	194	
Tract 58- Residential 6-9 du/acr	14.8	111	100	
Tract 59 - School	8	0	0	
Tract 60- Residential 10-20 du/	7.7	131	92	
Tract 61- Residential 6-9 du/acr	29.3	220	200	
Tract 62 - Residential 1-5 du/ac	23.2	104	104	
Tract 63- Residential 10-20 du/	6	102	72	
Tract 64 - Community	1.3	0	0	
Tract 65 - Park	1	0	0	
Tract 67 - Neighborhood comm	1.6	0	0	not on mortgage
Tract 68- Residential 10-20 du/	6.6	119	80	not on mortgage
Tract 69- Residential 6-9 du/acr	22.4	168	152	not on mortgage
TOTAL - TCC	**193.6**	**1278**	**994**	
Total Master Plan Area	**374.8**	**1947**	**1827**	

* Allowed per Master Plan

** Density based on historical usage

Tierra Contenta Corporation
Tract Sales Data -SCHEDULE B
5/6/2008, updated 6-17-13

Phase	Year	Date	Sales $	Acres	Per Master Plan Acres	Comments
1A	Tract 1A			3.327	3.000	
1A	Tract 1B			1.406	-	
1A	Tract 2A (Tr 2 on plan)			8.454	30.900	
1A	Tract 2B (Tr 2 on plan)			11.407	-	
1A	Tract 2C (Tr 2 on plan)			3.834	-	
1A	Tract 2D (Tr 2 on plan)			8.103	-	
1A	Tract 3 Park			1.167	1.500	
1A	Tract 4			6.507	6.500	
1A	Tract 5 (6 on plan)			6.283	6.000	
1A	Tract 5A			0.438	0.000	
1A	Tract 6 (tr 5 on plan)			3.868	2.700	
1A	Tract 7+ 10 school			8.049	10.000	
1A	Tract 8A + 8B+9A+9B			32.784	33.200	
1A	Tract 10 (tr 12 & 13)			9.904	10.800	
1A	Tract 11 (plan 14, 15, 16)			7.548	8.000	
1A	Tract 12 (plan 17)			6.584	6.200	
1A	Tract 13 (plan 18)			11.487	11.300	
1A	Tract 14 (19 on plan)			4.664	5.300	
1A	**subtotal Ph 1A**			**135.814**	**135.400**	
1B	Tract 15 (tr 30 on plan)	04/30/2001	450,000	11.852	9.200	
1B	Tract 16 (tr 24+ 25 on plan)	12/20/1999	784,800	19.383	30.000	
1B	Tract 16A (part of 24 on plan)	11/30/2001	95,000	2.353	-	
1B	Tract 17 +18 (tr 26 on plan)	04/26/1999	726,170	17.947	16.000	
1B	Tract 19+ 21 (31 &36)	12/15/1998	891,000	14.879	12.000	
1B	Tract 20	12/31/2000	215,000	3.300	3.849	
1B	Tract 22 (37 on plan)	06/12/2000	479,299	13.828	13.000	
1B	Tract 23 (35 on plan)	01/31/2002	337,736	5.412	8.000	
1B	Tract 24 (34 on plan)	11/08/2002	270,000	1.914	1.500	

1B	Tract 25 (tr 32 on plan)	09/09/1999	241,230	5.398	5.700
1B	Tract 26 + 30 (part of 38 on plan)	05/31/2001	590,780	12.762	37.000
1B	Tract 27 (part of 38 on plan)	03/27/2002	405,911	2.332	-
1B	Tract 28 (part of 38 on plan)	02/03/2000	130,000	3.084	-
1B	Tract 29 (part of 38 on plan)			7.329	-
1B	Park Track D (part of tr 24)			0.669	1.300
1B	**subtotal Ph 1B**			**122.442**	**137.549**
2A, U1	Tract 31+ 33 (tr 38 & 39 on plan)	05/31/2002	1,143,870	23.476	19.000
2A, U1	Tract 32 (part of tr 38 on plan)	05/28/2004	325,000	1.868	0.000
2A, U1	Tract 34	03/29/2002	861,000	9.775	18.000
2A, U1	Tract 35 (tr 40 on plan)			2.519	1.000
2A, U1	Tract 36 (half of 44 on Plan)	09/30/2002	471,500	10.397	10.500
2A, U1	Tract 37 (half of 44 on plan)			8.363	10.500
2A, U1	Tract 38 (part of 43 & 44 on plan)	12/21/2004	860,000	5.395	6.000
2A, U1	**subtotal Ph 2A, U1**			**61.793**	**65.000**
2A, U2	Tract 39 (tr 45 on plan)	10/31/2004	260,000	2.050	2.600
2A, U2	Tract 40 (part tr 43 on plan)	06/08/2004	747,650	11.588	24.400
2A, U2	Tract 41 (part tr 43 on plan)	10/01/2003	422,750	6.289	-
2A, U2	Tract 42 (part of tr 44)			0.969	-
2A, U2	Tract 43 +44 (part of 44 & 46)	10/01/2003	413,850	6.362	10.000
2A, U2	Tract 45 + 47 (tr 47 & part of 43)	11/10/2003	636,000	9.999	11.000
2A, U2	Tract 46 (part of 47)	03/01/2004	240,000	3.799	-
2A, U2	Tract 48	12/05/2003	934,000	8.980	5.800
2A, U2	**subtotal Ph 2A, U2**			50.036	53.800
2B	Tract 50 (part of tr 43)	08/30/2005	259,000	3.844	4.000
2B	Tract 51 (part of tr 42)	10/04/2005	380,508	4.479	38.100
2B	Tract 52 (part of tr 42)	05/17/2005	326,500	4.740	-
2B	Tract 53 (part of tr 42)	02/28/2005	461,000	6.329	-
2B	Tract 54 (part tr 41 & 42)	05/17/2005	285,000	4.020	-
2B	Tract 55 (part tr 41 & 42)	05/17/2005		3.799	-
2B	Tract 56 (part tr 41 & 42)	05/17/2005		7.890	-

2B	Tract 57 (part of tr 41)	05/17/2005	442,000	7.225	37.600	
2B	Tract 58 (part of tr 41)	12/31/2005	466,000	7.570	-	
2B	Tract 59 (part of tr 39)			7.428	-	
2B	Tract 60 (part of tr 39)			4.579	-	
2B	Tract 61 (part of tr 39)			2.984	-	
	subtotal Phase 2B			64.887	79.700	
2C	Tract 49			7.300	7.300	
2C	Tracts 51A, 51B, 54A, 54B	12/31/2009		25.832	26.400	
2C	**subtotal Phase 2C**			33.132	33.700	
	Total all phases			468.104	505.149	37.045
	Elisia Property					
	Tr 16 (tr 24-31 on plan)			64.714	67.5	
	Tr16A (tr 24-31 on plan)					
	Tr 17 (tr 24-31 on plan)					
	Tr 18 (tr 24-31 on plan)					
	Tr 19 (tr 24-31 on plan)					
	Tr 20 (tr 24-31 on plan)					
	Tr 21 (tr 24-31 on plan)					
	Tr 15 (tr 24-31 on plan)					
	Total Elisia			64.714	67.5	
	Grand total less Elisia			403.390	437.649	

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Tierra Contenta Corporation**

Description: **Partial Release of Mortgage. Thirteen Thousand seven Dollars and Five Cents ($13,007.05) per acre, or a total of Forty-seven thousand Five Hundred Thirty-one Dollars and 66/100 ($47,531.66) will be paid to the City upon recordation of the closing**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **4/15/2023** Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # **N/A** 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)
Office of Afforable Housing (35%) 2572750.470500
Economic Development Dept (65%) 2122800.470500

3. **Procurement History:** **$13,007.05 per acre will be paid to the City upon recordation of the closing**

Fran Dohaway (Apr 25, 2022 15:34 MDT) — Apr 25, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: No Procurement-

4. **Funding Source:** **Affordable Housing (35%)& Econ Dev (65%)** **Org / Object:** **2572750.470500; 212280**

Andy Hopkins (Apr 21, 2022 11:42 MDT) — Apr 21, 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: _____

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety/Fire & Public Works/Airport	4/27/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Airport / Vehicles Over 1.5 Tons - ARFF Vehicle Purchase	5456050	571000		1,194,852	
Airport / Salaries	5456050	500110			(64,672)
Airport / FICA	5456050	503100			(5,683)
Airport / PERA	5456050	503150			(12,516)
Airport / Employee Health Insurance	5456050	503200			(15,046)
Airport / Retiree Health Care	5456050	503250			(1,486)
Airport / Employee Dental Insurance	5456050	503400			(597)
Fire Administration / Salaries	1002001	500110			(32,189)
Fire Administration / FICA	1002001	503100			(1,148)
Fire Administration / PERA	1002001	503150			(9,981)
Fire Administration / Employee Health Insurance	1002001	503200			(6,218)
Fire Administration / Retiree Health Care	1002001	503250			(750)
Fire Administration / Employee Dental Insurance	1002001	503400			(277)
Fire Operations / Salaries	1000021	500110			(65,663)
Fire Operations / FICA	1000021	503100			(663)
Fire Operations / PERA	1000021	503150			(13,275)
Fire Operations / Employee Health Insurance	1000021	503200			(11,626)
Fire Operations / Retiree Health Care	1000021	503250			(925)
Fire Operations / Employee Dental Insurance	1000021	503400			(421)
				$ 1,194,852	$ (243,136)

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

Use of vacancy savings in Fire Department and Airport Division plus allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates for purchase of ARFF Truck for the Santa Fe Airport. See attached memo.

[BAR p. 1 of 3]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Andy Hopkins — Prepared By *{print name}* — 4/27/2022 Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Apr 28, 2022 16:01 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero (Apr 29, 2022 08:52 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*[see BAR p. 1 for Log/Journal]*
Journal # *{Finance use only}*:	*[see BAR p. 1 for Log/Journal]*

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

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety/Fire & Public Works/Airport	4/27/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Fire Operations / Salaries	1000173	500110			(20,550)
Fire Operations / FICA	1000173	503100			(298)
Fire Operations / PERA	1000173	503150			(7,459)
Fire Operations / Employee Health Insurance	1000173	503200			(4,051)
Fire Operations / Retiree Health Care	1000173	503250			(514)
Fire Operations / Employee Dental Insurance	1000173	503400			(169)
Fire Support Services / Salaries	1000181	500110			(114,128)
Fire Support Services / FICA	1000181	503100			(5,929)
Fire Support Services / PERA	1000181	503150			(30,605)
Fire Support Services / Employee Health Insurance	1000181	503200			(21,819)
Fire Support Services / Retiree Health Care	1000181	503250			(2,363)
Fire Support Services / Employee Dental Insurance	1000181	503400			(906)
Fire Support Services / Salaries	1000186	500110			(144,441)
Fire Support Services / FICA	1000186	503100			(3,056)
Fire Support Services / PERA	1000186	503150			(50,021)
Fire Support Services / Employee Health Insurance	1000186	503200			(31,393)
Fire Support Services / Retiree Health Care	1000186	503250			(2,958)
Fire Support Services / Employee Dental Insurance	1000186	503400			(1,282)
				$ -	$ (441,942)

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

Use of vacancy savings in Fire Department and Airport Division plus allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates for purchase of ARFF Truck for the Santa Fe Airport. See attached memo.

[BAR p. 2 of 3]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Andy Hopkins — 4/27/2022
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Kyra Ochoa
Kyra Ochoa (Apr 29, 2022 08:49 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Apr 29, 2022 08:52 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}*:	*[see BAR p. 1 for Log/Journal]*
Journal # *{Finance use only}*:	*[see BAR p. 1 for Log/Journal]*

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

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety/Fire & Public Works/Airport	4/27/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Fire Administration (General Fund) / Operating Transfer to Airport Fund	1002001	750545		50,563	
Fire Operations (General Fund) / Operating Transfer to Airport Fund	1000021	750545		92,573	
Fire Operations (General Fund) / Operating Transfer to Airport Fund	1000173	750545		33,041	
Fire Support Services (General Fund) / Operating Transfer to Airport Fund	1000181	750545		175,750	
Fire Support Services (General Fund) / Operating Transfer to Airport Fund	1000186	750545		233,151	
Gross Receipts Tax Fund / Operating Transfer to Airport Fund	2160001	750545		509,774	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Gross Receipts Tax Fund/Infrastructure Gross Receipts Tax	2160001	401200		(509,774)	
Airport Fund / Operating Transfer from General Fund	5456050	650100		(585,078)	
Airport Fund / Operating Transfer from Gross Receipts Tax Fund	5456050	650216		(509,774)	
				$ (509,774)	$ -

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

Use of vacancy savings in Fire Department and Airport Division plus allocation of FY22 Gross Receipts Tax (GRT) revenue earned over and above budgeted estimates for purchase of ARFF Truck for the Santa Fe Airport. See attached memo.

[BAR p. 3 of 3]

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Andy Hopkins — Prepared By *{print name}* — 4/27/2022 Date

see BAR pp. 1-2 for signatures — Department Director Signature — Date

Division Director Signature *{optional}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

see BAR pp. 1-2 for signatures — Budget Officer — Date

N/A — Finance Director *{≤ $5,000}* — Date

N/A — City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico
Memorandum

DATE: April 15, 2022

TO: Governing Body
Finance Committee
Public Works

VIA: John Blair, City Manager JB
Alexis Lotero, Interim Finance Department Director AL
Fran Dunaway, Chief Procurement Officer FD
Andrew Hopkins, Budget Officer AH

FROM: Brian Moya, Fire Chief BJM
Daniel Garcia, Fire Fleet Manager

ITEM AND ISSUE:

Request for the Approval of Source Well Contract #022818-EOI Emergency Vehicles, Fire Trucks, & Equipment Sub Part#113021-RVG-1. In the amount of $ 1,194,852.00 for the purchase of an ARFF Apparatus Truck from E-One Inc.

Request for the Approval of Budget Transfer from attached BAR to see decrease amounts in accounts, and increase to account 5456050.571000 for the purchase of the ARFF Truck.

Brian Moya, bjmoya@santafenm.gov (505)955-3111
Daniel Garcia dagarcia@sanatafenm.gov (505) 231-8561

BACKGROUND AND SUMMARY:

The City of Santa Fe Fire Department and Santa Fe Regional Airport are in need of purchasing a new ARFF truck for the Operations Division in the amount of $ 1,194,852.00. The Fire Department would like to purchase the Apparatus from E-One Inc. in Ocala, FL. Utilizing 411 Equipment as the local dealer for warranty, parts and service. It will be an E-One Titian 6x6 Aircraft Rescue Fire Fighting Apparatus. The Apparatus conforms to the FFA10-E and NFPA 414-2020 Standards.

PROCUREMENT METHOD:

The procurement we will be utilizing is the Source Well Contract #022818-EOI Emergency Vehicles, Fire Trucks, & Equipment Sub Part#113021-RVG-1.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203326

FUNDING SOURCE:

The funding source is:
Fund Name / Number: 100
Munis Org Name / Number: 5456050
Munis Object Name / Number: Vehicles > 1.5, 571000

ACTION REQUESTED:

Fire Department respectfully request your review and approval for this purchase, and budget transfer.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: E-One Inc.

Procurement Title: Airport Crash Rescue Truck (ARFF) Replacement

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Fire Department /Airport Staff Name Brian Moya

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:

Brian Moya	Fire Chief	4-29-2022
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (May 2, 2022 10:10 MDT)	Chief Procurement Officer	May 2, 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.

Item#_____
Munis Contract# _3203326

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Goods New ARFF Truck

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and, E-One Inc. herein after referred to as the "Contractor."**

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. In response to your request for quotation, E-One Inc. Is pleased to this proposal for one E-One Titan 6x6 Aircraft Rescue and Fire Fighting Vehicle, the unit shall conform the FAA10-E and NFPA 414-2020 standards for delivery FOB Santa Fe Regional Airport in Santa Fe New Mexico

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to (Contract Name Source Well and Rev Group 113021). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work:
Build ARFF truck and deliver with in compliance of exhibit A Product and Specifications.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01 $ One ARFF Truck		1,194,852.00

The total compensation under this Agreement shall not exceed one million one hundred ninety-four thousand eight hundred fifty-two dollars ($1,194,852.00).

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on_two years from date of PO being issued. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**.

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

B. 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.

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.

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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

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

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: The City of Santa Fe Fire Department/ Airport

To the Contractor: E-One Inc.

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

To the Contractor: E- One Inc.

42. **Succession**

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

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 29, 2022 16:39 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

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

CITY OF SANTA FE:

CITY MAYOR/MANAGER

DATE:

CONTRACTOR:

Derrick Dias
NAME

Sales Representative
TITLE

DATE: Apr 29, 2022
CRS# 59-1515283

Registration # 9439

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org.Name/Org.#

Signature: *Derick Dias*

Email: ddias@e-one.com

DocuSign Envelope ID: B2055F79-8C99-4629-9DB8-40E6E0EEB294

Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rev Group, Inc., 245 S. Executive Dr., Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:18 PM CST

Rev Group, Inc.

DocuSigned by:
By: Mike Virnig
F3DD8D32408047A...

Mike Virnig
Title: Vice President Sales, REV Fire Group
Date: 2/24/2022 | 3:15 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A84CC...

Chad Coauette
Title: Executive Director/CEO
Date: 2/24/2022 | 3:17 PM CST

DocuSign Envelope ID: B2055F79-8C99-4629-9DB8-40E6E0EEB294

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	E-ONE, Inc.
Does your company conduct business under any other name? If yes, please state:	REV Fire Group
Address:	1601 SW 37th AVE Ocala, FL 34474
Contact:	Fred Cureton
Email:	fred.cureton@revfiregroup.com
Phone:	352-895-0783
HST#:	59-1515283

Submission Details

Created On:	Tuesday November 02, 2021 04:14:12
Submitted On:	Tuesday November 30, 2021 16:23:32
Submitted By:	Fred Cureton
Email:	fred.cureton@revfiregroup.com
Transaction #:	95acac42-31d9-4719-9cb7-33441ff906f7
Submitter's IP Address:	192.222.31.157

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	REV GROUP, INC. (REV FIRE GROUP Division).
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	E-ONE, INC., FERRARA FIRE APPARATUS, INC., KOVATCH MOBILE EQUIPMENT CORP., LADDER TOWER, SMEAL HOLDING LLC., SPARTAN FIRE, LLC., SPARTAN CHASSIS.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	REV FIRE GROUP, E-ONE, INC., FERRARA FIRE APPARATUS, KME FIRE APPARATUS, KOVATCH MOBILE EQUIPMENT CORP, LADDER TOWER, LTI, SMEAL HOLDING LLC., SMEAL FIRE APPARATUS, SPARTAN EMERGENCY VEHICLES, SPARTAN FIRE APPARATUS, SPARTAN FIRE, LLC., SPARTAN CHASSIS.
4	Proposer Physical Address:	REV Group, Inc. -245 S. EXECUTIVE DR., SUITE 100, BROOKFIELD, WI 53005 E-ONE, Inc. - 1601 SW 37th Ave., Ocala, FL. 34474 Ferrara Fire Apparatus - 27855 James Chapel Rd., Holden, LA 70744 KME Fire Apparatus - One Industrial Complex Nesquehoning, PA 18240 Spartan Fire, LLC. - 907 7th Ave North, Brandon, SD 57005 Smeal Holding LLC. - 610 W 4th St., Snyder, NE 68664 Ladder Tower - 68 Cocalico Creek Road, Ephrata, PA 17522 Spartan Chassis - 1541 Reynolds Rd, Charlotte, MI 48813
5	Proposer website address (or addresses):	REV Group, Inc. - www.revgroup.com REV FIRE GROUP - www.revgroup.com/rev-group-best-fire-truck-manufacturers E-ONE, Inc. - www.e-one.com Ferrara Fire Apparatus - www.ferrarafire.com KME Fire Apparatus - www.kmefire.com Spartan Fire, LLC, Smeal Holding LLC., Ladder Tower, and Spartan Chassis - www.spartaner.com
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Virnig, Vice President Sales, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 mike.virnig@revfiregroup.com 352-861-3542 (Office), 562-587-1600 (Mobile)
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Fred Cureton, National Contract Manager, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile)

8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For E-ONE, Inc.; 1601 SW 37th Ave., Ocala, FL 34474 Fred Cureton, National Contract Manager, REV Fire Group fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile) Larry Daniels, Director of Sales, ldaniels@revgroup.com, 352-861-3541 For Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744 Eric Adams, Apparatus Sales, erica@ferrarafire.com, 225-567-7100 Jason Louque, Director of Sales, jasonl@ferrarafire.com, 225-567-7100 For KME Fire Apparatus: One Industrial Complex Nesquehoning, PA 18240 Anthony Maff, Senior Sales Support, tmaff@kmefire.com, 570-669-5595 Chris McClung, Director of Sales, cmcclung@kmefire.com, 352-502-6881 For Spartan Fire LLC., Smeal Holdings, LLC., and Ladder Towers: 907 7th Ave North, Brandon, SD 57005 Nicole Sateren, Sales Assistant, nicole.sateran@spartanmotors.com, 402-218-2762 Chris Wade, Director of Sales, chris.wade@spartanmotors.com, 404-218-2762 For Spartan Chassis: Stephen Carleton, Manager of Sales and Training, Spartan Motors 1541 Reynolds Rd, Charlotte, MI 48813 stephen.carleton@spartanmotors.com 517-588-4704 (Office), 570-657-5557 (Mobile)

Table 2: Company Information and Financial Strength

Line Item	Question	Response

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	REV Group® companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services. Our companies serve a diversified customer base, primarily in the United States, through three segments: Fire & Emergency, Commercial, and Recreation. They provide customized vehicle solutions for applications, including essential needs for public services (ambulances, fire apparatus, school buses, and transit buses), commercial infrastructure (terminal trucks and industrial sweepers) and consumer leisure (recreational vehicles). REV's diverse portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of our brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG. REV Group manufactures more than 20,000 speciality vehicles every year — a testament to the trust placed in our products. E-ONE, Inc. has been in business since 1974. Ferrara Fire Apparatus has been in business since 1987. KME Fire Apparatus has been in business since 1980 but it's founders had been in the trasportation business since 1948. Spartan Fire, LLC./Spartan Chassis has been in business since 1975. Values: DO WHAT'S RIGHT - We act with integrity and transparency, always. We keep our commitments and earn trust through our actions. SAFETY IS LIFE - The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life. For our employees this includes weekly safety bulletins, required protective clothing (steel toe shoes, safety classes, ear plugs, etc.), fall restraints, wellness health screenings, optional vision and dental coverage, optional long term illness coverage, and even optional pet coverage. For our end users, our products must be designed and built to meet current industry standard, must provide the level of firefighter safety in their design, must be of the highest quality offered in the industry, and must provide value for Sourcewell members. BUILD LASTING TRUST - Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service. THINK LIKE AN OWNER - Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders. WIN AS ONE - We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals. We recognize employees for performance excellance by promoting from within when possible, recognizing our Veterans during annual luncheon, recognizing excellance thru attendance, and performing annual evaluations. Our brands are social responsible companies in that we support local community initiatives (parades, marathons, civic activities, fundraisers), and responding to emergencies caused by natural disasters.

10	What are your company's expectations in the event of an award?	The REV Group's diversified portfolio of specialty products connects and protects communities around the clock and around the world with a lineup of vehicles that have long served the fire and emergency, commercial infrastructure and consumer leisure markets. Together, these vehicle brands have manufactured more than 300,000+ vehicles in service today — a bumper-to-bumper feat that stretches from New York City to Dallas. Among REV's lineup of brands, you'll find vehicles that help fight fires, transport patients to emergency rooms, move freight in the world's ports, offer mobility to people with disabilities, carry children safely from home to school and unite families across the country. It is the goal of the REV Group and our many specialty brands to provide Sourcewell members the largest selection of quality vehicles, options, and services of anyone in the industry. We will provide a working partnership with Sourcewell where together we can provide a one stop shop for purchase and servicing of critical safety and support vehicles. We welcome the opportunity to work with Sourcewell members to understand both current and future needs. This includes but is not limited to apparatus requirements, service requirements, training requirements, and parts/equipment requirements. We welcome the opportunity to work with Sourcewell members to develop custom designed value packages to meet/exceed communicated requirements from our diverse selection of proposed solutions. We commit to provide Sourcewell members timely responses to inquiries and follow up inquiries, to provide Sourcewell members high quality vehicle solutions designed to meet and/or exceed industry standards, to provide Sourcewell members products and services which are competitively priced, provide exceptional value, and extends the life cycle of their purchase, and to provide Sourcewell members unsurpassed "after the sale" service utilizing our worldwide dealer distribution network and supplier partners for parts, service, training, and sales support.

11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached PDF named REV GROUP (REV Fire Group) Financial Strength and Stability. Press Release on financials (see also attached SEC filing and investor presentation). ROOKFIELD, Wis., September 08, 2021–(BUSINESS WIRE)–REV Group, Inc. (NYSE: REVG), a manufacturer of industry-leading specialty vehicles, today reported results for the three months ended July 31, 2021 ("third quarter 2021"). Consolidated net sales in the third quarter 2021 were $593.3 million, representing an increase of 1.9% compared to $582.2 million for the three months ended July 31, 2020 ("third quarter 2020"). The increase in consolidated net sales was primarily due to an increase in net sales in the Recreation and Commercial segments partially offset by a decrease in net sales in the Fire and Emergency ("F&E") segment. The company's third quarter 2021 net income was $23.7 million, or $0.36 per diluted share. Adjusted Net Income for the third quarter 2021 was $24.5 million, or $0.37 per diluted share, compared to Adjusted Net Income of $6.3 million, or $0.10 per diluted share, in the third quarter 2020. Adjusted EBITDA in the third quarter 2021 was $41.6 million, compared to $21.4 million in the third quarter 2020. The increase in Adjusted EBITDA during the quarter was driven by increased contribution from the F&E and Recreation segments partially offset by a decrease in the Commercial segment. Fire & Emergency Segment F&E segment net sales were $269.5 million in the third quarter 2021, a decrease of $37.2 million, or 12.1%, from $306.7 million in the third quarter 2020. The decrease in net sales compared to the prior year quarter was primarily due to decreased shipments of fire apparatus and ambulances units compared to the prior year quarter related to supply chain disruption and labor constraints. F&E segment backlog at the end of the third quarter 2021 was $1,229.5 million, an increase of $189.8 million compared to $1,039.7 million at the end of the third quarter 2020. The increase was primarily the result of continued strong demand and order intake for fire apparatus and ambulance units. F&E segment Adjusted EBITDA was $15.8 million in the third quarter 2021, an increase of $2.9 million, or 22.5%, from $12.9 million in the third quarter 2020. Profitability within the segment benefited primarily from cost and efficiency improvements and lower selling, general and administrative ("SG&A") costs, partially offset by lower sales volume and inefficiencies resulting from supply chain disruptions and labor constraints. Working Capital, Liquidity, and Capital Allocation Cash and cash equivalents totaled $9.2 million as of July 31, 2021. Net debt2 was $240.8 million, and the company had $276.8 million available under its ABL revolving credit facility as of July 31, 2021, an increase of $53.1 million as compared to the April 30, 2021 availability of $223.1 million. Trade working capital3 for the company as of July 31, 2021 was $405.5 million, compared to $449.9 million as of July 31, 2020. The decrease was primarily due to decreased accounts receivable and decreased inventory partially offset by decreased payables. Capital expenditures in the third quarter 2021 were $5.3 million compared to $2.0 million in the third quarter 2020. Share Repurchase Program On September 2, 2021, the company's board of directors approved the authorization of a new share repurchase program that allows the repurchase of up to $150.0 million of the company's outstanding common stock, effective immediately. The share repurchase authorization expires in 24 months and gives management the flexibility to determine conditions under which shares may be purchased. Quarterly Dividend The company's board of directors declared a quarterly cash dividend in the amount of $0.05 per share of common stock, which equates to a rate of $0.20 per share of common stock on an annualized basis, payable on October 15, 2021, to shareholders of record on September 30, 2021.
12	What is your US market share for the solutions that you are proposing?	REV Fire Group = 25.86% U.S, 25.39% North America
13	What is your Canadian market share for the solutions that you are proposing?	REV Fire Group = 20.00% Canada

14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO.
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are best described as a manufacturer and service provider. In most cases dealers are contracted to represent our brands in designated/agreed territories (U.S., Canada, and International locations). These territories differ in size based on each dealership's capability. Dealers then provide sales, service, and parts support..Dealers issue purchase orders for requested products/services and resell these to the end user/member. Each dealer is an independent business and each have their own employees/facilities. Where dealers are under contract to represent our brands it is our expectation the Sourcewell member will issue purchase orders directly to our authorized dealer. These dealers are listed on the dealer list for each respective brand. There are two additional scenarios: 1. In cases where there is no dealer coverage each brand provides a direct company employee to manage the sales and service of customers/members in these areas. In these cases the contract will be thru the respective brand and the Sourcewell member would issue the purchase order directly to the brand. 2. In cases where the REV Group has local facilities, these employees are company employees who provide sales, service, and parts to customers/members within their area of responsibility. The Sourcewell member would issue their purchase order to the REV RTC facility just as it were an approved dealer.
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	License requirements vary across North America. The REV Group and its dealer representatives are expected to adhere to all requirements be it a business license, insurance requirements, sales representative licensing, or service technician certification.
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response
18	Describe any relevant industry awards or recognition that your company has received in the past five years	E-ONE currently holds a Notice of ULC and/or NFPA Audit Completion and Authorization to Apply VIP Sticker issued December 30, 2015 for both the Ocala and Hamburg facilities, is ANAB accredited for International Management Systems certificate number IMS-0020, is ISO 9001:2015 certified with a certificate valid thru July 30 2024, and holds a 2021 FAMA Certificate of Membership. See the attached for additional detail. Gary Paciio (E-ONE, Inc.) is on the 2021 FAMA Board of Directors as the Treasurer, Bert McCutcheon (Ferrara Fire Apparatus) is on the 2021 FAMA Board of Directors as the Director-at-Large, Roger Lackore (Spartan Fire, LLC) is the FAMA committee chair of the Technical Committee.
19	What percentage of your sales are to the governmental sector in the past three years	As it relates to fire apparatus, a very high percentage (probably 90% +). Most apparatus are sold to government, municipal, city, and county entities.
20	What percentage of your sales are to the education sector in the past three years	As it relates to fire apparatus; None in the formal education sector. We sometimes sell fire apparatus to support fire training academies but these are typically purchased through the municipal side of the business.

21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As it relates to fire apparatus: Totals for REV Fire Group = $555,579,245 Sourcewell (Based on delivered units - E-ONE 2018=$768,854, 2019 = $1,604,379; E-ONE 2020 = $7,314,034; E-ONE 2021 YTD = $11,372,360 E-ONE has quoted a total of $71,643,085 and booked $58,812,849 or 82.09% of quoted. Ferrara has not delivered any apparatus sold thru Sourcewell. KME has not delivered any apparatus sold thru Sourcewell Spartan reports Sourcewell sales as follows: 2019 = $28,992,914; 2020 = $31,246,024; and 2021YTD = $53,117,860 Florida Sheriffs - Totals for REV Fire Group: 2019 = $21,701,882; 2020 = $13,332,720; 2021 YTD = $1,460,807 FCAM/MAPC - Totals for REV Fire Group: 2020 = $6,348,619; 2021 YTD = $4,385,656 HGAC - Totals for REV Fire Group: 2019 = $59,700,417; 2020 = $66,851,936; 2021 YTD = $37,905,966 LaMAS (Ferrara Only) - Totals for REV Fire Group - 2019 = $16,697,950; 2020 = $39,945,556; 2021 YTD = $16,584,214 NASPO - Totals for REV Fire Group: 2019 = $7,160,834; 2020 = $7,357,335; 2021 YTD = $3,647,860 North Carolina Sheriffs - Totals for REV Fire Group - No sales NJ Start - Totals for REV Fire Group: 2019 = $0.00; 2020 = $873,240; 2021 YTD = $5,283,681 NPPGOV - Totals for REV Fire Group - No sales Ohio STS - Totals for REV Fire Group - 2019 = $10,021,008; 2020 = $4,573,412; 2021 YTD = $7,485,321 PA Costars - Totals for REV Fire Group - 2019 = $528,482; 2020 = $4,927,186; 2021 YTD = $1,620,885 Texas Buy Board - Totals for REV Fire Group: 2019 = $3,831,135; 2020 = Zero Sales; 2021 YTD = No Sales
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not all brands participate in GSA pricing. Ferrara and KME currenlty have GSA schedules while E-ONE and KME have DLA Troop contracts. For E-ONE: USAF, Georgia, Fire Apparatus, 16 vehicles on 5 separate PO, $8,635,579 total; US Army, Washington DC, Fire Apparatus, 9 vehicles on 2 separate PO, $4,160,375 total; US Navy, Washington DC, Fire Apparatus. 2 vehicles on 1 PO, $1,532,942 total; New Hampshire Training Academy, NH, 1 vehicle, $845,726.00 For KME: US Army National Guard, Military, Washington, DC, (20) Type 3 Wildland vehicles $359,052 each or $7,181,055.92 total; US Army, Military, Washington, DC, (7) Water Tankers $317,153.89 each or $2,220,077.29 total; USMC, Military, Washington, DC, (5) Water Tankers $313,626.60 each or $1,568,183.00 total; US Army National Guard, Military, Washington, DC. (8) Wildland vehicles $296,264.50 each or $2,370,116.00 total; USMC, Military, Washington, DC. (4) Wildland vehicles, $496.260.00 each or $1,985,040.00 total. For Spartan (Top States); State of TX (pumpers, aerials, platforms) = 43 Units/ $24,158,085 State of PA (pumpers, tillers, water towers) = 27 Units/$18,451,964 State of NC (pumpers, aerials, platforms) = 23 Units/$17,218,037 State of CA (pumpers) = 24 Units/$14,684,004 State of MI (pumpers, aerials) = $13,731,604

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Albuquerque, NM	Nathaniel Meisner	505-934-8721	*
County of San Diego, CA	Jimmy Steel	619-851-5722	*
Fire Department of New York, NY	Mark Aronberg	718-784-6500	*
City of Asheville Fire Department, NC	Jeremy Knighton	828-552-2071	
City of Atlanta Fire Department, GA	Derek Harris	404-597-0418	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Baton Rouge	Government	Louisiana - LA	Pumpers, Rescues, and Aerials	10 Units	$7,270,787.00	*
City of Birmingham	Government	Alabama - AL	Pumper and Aerials	12 Units	$8,647,814.00	*
City of San Francisco	Government	California - CA	Pumpers and Aerials	8 Units	$6,144,801.00	*
U. S. Army	Government	District of Columbia - DC	Wildlands	20 Units	$7,181,055.92	*
U. S. Air Force	Government	Georgia - GA	Misc Vehicles	16 Units	$8,635,579.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	The REV Fire Group have a confirmed 533 full time sales associates and another 223 part time sales associates. There were however several dealers who did not provide this additional information so the number would be higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*
26	Dealer network or other distribution methods.	The REV Fire Group has 36 dealers representing the E-ONE brand, 20 dealer representing the Ferrara Fire brand, 30 dealers representing the KME Fire brand, 28 dealers representing the Spartan Fire, LLC brand, and 37 OEMS representing the Spartan Chassis brand. Several dealers represent two or more brands but usually specialize in one brand over the other due to their past experience. The 37 OEMS will play a key part in adding Spartan chassis as a new product offering for the REV Group/REV Fire Group. Spartan chassis has never been offered on any other cooperative purchasing contract. These 37 OEMs will be able to work with members to provide chassis pricing for apparatus re-chassis, accident repairs, apparatus upgrades, or body remounts. See the attached dealer list/dealer survey results.	*
27	Service force.	The REV Fire Group have a confirmed 519 Emergency Vehicle Technicians (EVTs) and another 665 non-EVT technicians. As stated above, not all dealers responded to our survey so the number is actually higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The typical process if for the member to work with the local brand dealer/representative to configure the apparatus to meet their mission, their design requirements, and their budget. The configuration is normally sent for review by the engineering team for approval/changes. Once the member agrees on the configuration and the quoted amount they place the order with the brand dealer/representative. The order is accepted, the member works with the brand and dealer representative to set up a date for a pre-build conference. During the pre-build conference the member can voice concerns or needed changes. The configuration is tweaked to meet any required changes. The updated configuration/price/drawings are presented to the member for his approval. A purchase order is issued by the member to the brand dealer and the dealer submits the order to the brand manufacturer. If there is no dealer involved, then the transaction would be the same except directly with the brand manufacturer/sales representative. Terms are COD when the completed apparatus leaves the manufacturer to be delivered.
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	For service, parts, or customer service needs the member is always encouraged to first contact their local dealer representative. Most dealers and REV Group brands are open during normal daily business hours and respond quickly. Most offer after hour customer support should the member have an issue which needs to be addressed after normal business hours. Each brand and dealer have either toll free customer service numbers or an answer service able to get the correct person to respond.
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The REV Group/REV Fire Group has a distribution channel eager to service Sourcewell members anywhere in North America. Our 151 dealers/OEMs are ready and willing to work the the members to meet apparatus and apparatus support needs. With out vast array of available products, we are sure we can match our offerings to the members wants and needs.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	During our last contract with Sourcewell we have eagerly supported the Canadian market by attending Canadian conferences and meeting with procurement professionals at the Ontario/Sourcewell joint conference. We support the CANOE initiative to promote Sourcewell's U S contracts and to adopt them as theirs. Business wise, we will need to adjust our U. S. pricing to reflect differences in currency, provide the additional testing for Canadian compliance, and collect for recycle fees imposed on batteries and tires.
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	While some areas can be very remote, we have always entertained answering the call where there is a need.
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors we will not serve and we have nothing limiting our participation in the Sourcewell contract.
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We currently serve both areas. One key difference would be delivery cost when shipment of an apparatus is needed. Our estimated driveway cost is to deliver the vehicle to the port. Cost to prepare and ship the vehicle over water or via airlines is at the members expense in addition to our normal driveway expense.

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The REV Fire Group recently hired Natalie Childress as Senior Director of Marketing. She will partner with REV Fire Group's Vice President of Sales, Mike Virnig, and divisional teams to evolve brand strategy and consumer experience for the group's fire truck brands. Childress has more than nine years of marketing and brand experience, including five years of marketing and business development leadership experience. She most recently served as the Business Strategy Manager for Mastercraft Boat Company, driving global brand building and strategy. Prior to, Childress held progressive roles with a focus on cross-functional branding, product marketing and owners' experience within Sea Ray, part of Brunswick Corporation. She was recognized as a 40 Under 40 Marine Industry Leader this year by Boating Industry. She will be instrumental in leading us during our transition from a single brand within the Sourcewell contract to a multi-brand contractor. It will be important Sourcewell members understand REV Fire Groups capabilities and how each brand has responded as part of the RFP. Our goal would be for each brand to be linked from the Sourcewell awarded contract so members can view each brands product and service offerings versus only seeing an overview of all the brands as one.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media and digital advertising will be key to communicating to Sourcewell members our capabilities, our products, our services, and our brands.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It is important Sourcewell and the REV Fire Group brands work jointly to promote our partnership to serve the needs of the member base, and to recruit new members as we go forward. We currently promote Sourcewell and encourage our dealer partners to actively discuss all the opportunities for providing products and services to their organization under a single contract umbrella.	
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time only our parts procurement system provides e-procurement. The complexity of custom designing a fire apparatus is a programmers nightmare as the number of engineering rules has to change as each option is chosen. The programming must look for multiple options being selected for the same space, components hitting each other due to their movement, and another set of complicated rules to govern operation safety.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part the REV Group/REV Fire Group proposal, we are offering the following solutions in addition to our fire apparatus: Leasing - with REV Finance, other third party leasing companies within our industry, local banks or other third party financial institutions the member wishes to pursue. Parts contracts. Service contracts. Accident repairs. Apparatus refurbs/upgrades. Vehicle trade-ins. This could be thru REV, the local dealer, or a third party vendor willing to purchase the vehicle. Maintenance contracts. Brand specific extended warranties. Vendor specific extended warranties. Training located at the brand's facilities or remotely offered at a location designated by the member. Training can be based on maintenance of the vehicle, operation of the vehicle, or as a refresher course where maintenance, safety, and operation are covered. Three days of training is standard and required to be performed by factory trainers on all aerials, industrial pumpers, and ARFF vehicles.	*

40	Describe any technological advances that your proposed products or services offer.	As part of the REV Group our other divisions are making great strides in electric vehicle (EV). For example: ENC® DEBUTS THE AXESS BATTERY ELECTRIC BUS (BEB) AT APTA EXPO THE FIRST EV BUS THAT IS ZERO EMISSIONS AND ZERO CORROSION. October 25, 2021 Link: https://www.revgroup.com/blog-single/enc-debuts-the-axess-battery-electric-bus-beb-at-apta-expo-the-first-ev-bus-that-is-zero-emissions-and-zero-corrosion REV GROUP'S COLLINS BUS ENTERS MULTIYEAR AGREEMENT WITH LIGHTNING EMOTORS FOR ELECTRIC SCHOOL BUSES. August 31st, 2021 Link: https://www.revgroup.com/blog-single/-rev-groups-collins-bus-enters-multiyear-agreement-with-lightning-emotors-for-electric-school-buses CAPACITY TRUCKS® INTRODUCES FIRST NORTH AMERICAN HYDROGEN FUEL CELL ELECTRIC HYBRID TRUCK BUILT FROM THE GROUND UP. August 26th, 2021 Link:https://www.revgroup.com/blog-single/capacity-trucks-introduces-first-north-american-hydrogen-fuel-cell-electric-hybrid-truck-built-from-the-ground-up REV FIRE GROUP® TO SHOWCASE LATEST IN FIRE APPARATUS AND UNVEIL WORLD OF INNOVATION AND PROTECTION AT FDIC 2021. August 5th, 2021 Link: https://www.revgroup.com/blog-single/rev-fire-group-to-showcase-latest-in-fire-apparatus-and-unveil-world-of-innovation-and-protection-at-fdic-2021 This showcase included the following: 1. Smart Reach™ Multi-Stance™ System: Through augmented reality, attendees can experience firsthand this patented new Smeal ladder and outrigger control system that offers 360-degree, no dead-zone functionality on aerials that can be adapted to the scene while maintaining full reach. The Smart Reach control console provides real-time data, and its electric and hydraulic aerial controls offer the ultimate in smooth operation. It also offers Advance Rung Lighting, a series of RGB LED light strips that can have customized patterns running the length of the ladder. 2.Smart Flo™: This integrated pressure governor system for fire apparatus allows control of both water flow and foam from one location. It features a one-button pump shift for ease of operation, automatic pump protection and a camera display of the officer's side, offering firefighters total control at any fire scene. 3. ECO IDLE-TEC™: This idle reduction system specifically designed for fire apparatus shuts off the main engine during EMS and rescue calls, eliminating loud diesel engine noise and exhaust while maintaining power for lighting, air conditioning and more. This reduces operating costs, protects the environment, and improves driver safety and comfort. 4. Active Air Purification System: Designed with advanced Photohydroionization® (PHI Cell) and UV technology, these units kill 99 percent of pathogens, including the virus which causes COVID-19, in the air and on surfaces delivering better air quality and a safer cab environment for your crew. This technology has been recently expanded with the introduction of E-ONE's newest product, the industries first all electric fire truck. Press release link: https://www.revgroup.com/blog-single/rev-fire-group-receives-order-from-the-mesa-fire-and-medical-department-for-an-eone-vector-north-americas-first-fully-electric-fire-truck-
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The REV Group is a leader in providing new products and technology which contribute to the green footprint needed to protect our environment. We promote recycling of all that is possible. REV recently released an occupant air purification and filtration systems to help reduce risk to toxins and viruses. This can be retrofitted to any vehicle manufactured. It removes 99% of impurities and treats the air for bacteria such as Covid 19.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any 3rd party issued eco-labels. We do not see much of this in our industry even though you may provide the latest in technology such as our all electric fire truck.
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not tract this. We do however look to do business with those companies which provide value for our customers. REV Group rewards women for doing a great job by promoting them as managers. REV Group honors our vets by having yearly luncheons and acknowledging their service to our country.

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	I think we have the best cradle to grave offering for your members. With the REV Group/REV Fire Group providing options from 7 fire apparatus brands, we are sure your members can find what they need. As custom builders we pride ourselves in exceeding the members expectations. Our total solutions include parts contracts, service contracts, training, accident repairs, apparatus refurbs, upgrades, and remount. The addition of adding the Spartan chassis separately from a complete apparatus should provide your members one additional solution if they are looking to extend the life expectancy of their current vehicles.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes with limited time periods	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Since warranty is a legal document with legal responsibilities, we do provide specifics related to lack of maintenance, abuse, neglect, misuse, and/or failure to notify. In some cases there may be certain inspections which must be performed to keep the warranty in forcee.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Typically the selling dealer will service their sales territories. Each brand does support the distribution channel with factory based technicians. In cases where a problem is hard to remedy, both the dealer and the manufacture will team up to resolve the issue.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	It depends on the severity and the approval extended by the supplier. We prefer to be a one stop shop for the member if he has a problem. In many cases the supplier requires the failure to be repaired by their technicians at their location.	*
50	What are your proposed exchange and return programs and policies?	Please see the attached document for this section.	*
51	Describe any service contract options for the items included in your proposal.	Service contract will normally be between the member and the selling dealer. In some cases service contracts can be thru the manufacturer. This scenario could be an option where there is a highly technical component of the apparatus the dealer may not have the expertise to correct. We offer extended warranties, drive train warranties, vendor component extended warranties, and third party extended warranties.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Payment terms are COD at the time the apparatus leaves the plant for delivery to the customer. The selling dealer however may provide additional times based on the contract with the member. This could range from COD to 30+ days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The REV Group has our own internal finance company. We also use third part providers when asked to provide leasing quotes. We also recommend the member check with local lending institutions to make sure they are taking advantage of all resources to obtain the most competitive rates.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All brands would provide a quote to the member based on their custom configured apparatus. There would be contract between the selling dealer/manufacture and the member. Worksheets are typically used to calculate the agreed discount and the customer should receive a customer summary sheet if requested.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of our brands do accept P cards with no additional cost involved. We do however have some brands who do not.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model discounts are based off MSRP minus a percentage or a flat discount on certain market specific products where discount are not normally offered. The pricing includes up to $5,000 for driveway, PDI, and dealer delivery and training. Taxes, trips, pre-pay discounts, multiple quantity discounts, and trade-ins are not included in these prices but will change the price to the member if part of the order.
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts range from 3% to 20% depending on the brand and the product offered. In some cases a flat fee discount is offered which ranges from $5,000 to $15,000.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Depending on the model of the apparatus and the overall deal, multiple unit discounts could be offered starting at around 1% more per unit. This would be affected by the mix and the quantity of the apparatus purchased.
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If the sourced items are items supplied by the brand, these would be treated as a part of the apparatus and the same discount would apply based on the model of the apparatus. For items purchased as loose equipment or customer requested items, these would be provide at cost with a 30% or less markup.
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Driveway up to $5,000 is included and will be adjusted up or down based on the actual cost plus a $200 admin fee. For shipments where the apparatus has to be shipped or flown to it's destination, these additional cost over and above getting the vehicle to the port would be the responsibility of the member. Pre-build and inspection trips are not included. Taxes are not included. NFPA requires we provide 3 days of training on all aerials, industrial pumpers, and ARFFs which is include in the quote. All other training is provided by the selling dealer.
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated above, we have included up to $5,000 allowance for delivery on each unit. If the actual price to deliver is less, the member will receive a credit. If the actual price is more, the member will be responsible for the added expense. This is also true for PDI and Dealer Delivery and training. We have included values within the quote for different models but the member could be billed more or provided a credit depending on the actual cost.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As stated above, our standard quote includes delivering the apparatus to the port. Cost associated with completing the delivery is on a case by case basis depending on the additional requirements set by the member. We would provide a quote for their approval.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Nothing unique. We provide delivery of the vehicle as requested by the end user. If the apparatus is being shipped on a boat, the member might request the apparatus be wrapped and/or loaded in a container. The expense for these items would be based on a case by case basis and would differ based on the type vehicle, weight, size, and market price at the time of the shipment.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While we must be competitive on all cooperative procurement contracts, ultimately the market and the competition drive our pricing to your members. The key is which contract you use, its simplicity, and the support from the management team with the respective contract. Sourcewell is our go to contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use a self audit spreadsheet which gives the selling dealer a go/no go visual indicator of their compliance to the contract. The goal of the spreadsheet was to communicate how the numbers were calculated and to show the customer we met or exceeded the contracted discounts within the RFP.
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track sales proposed as Sourcewell contracted business versus actual booked business. Currently this information can be sorted by quote number, truck number, customer, state/province, apparatus model, date sold, delivered/not delivered, and/or selling dealer.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.75% of the contracted amount with admin fee ceilings based on the following: All commercial chassis products (except aerials) = $1500.00 max All custom chassis products (except aerials) = $1750.00 max All aerials = $2000.00 max All apparatus accident repairs/re-chassis/body remount, apparatus upgrades, and Spartan chassis quotes = $1750.00 max Combinations of multiple apparatus purchased via the same purchase order = $2000.00 max. The above admin fees were chosen to compete with the many other cooperative contracts the member would have at their disposal. If you use a straight percentage of 1% the admin fee will be too high and the member will move to the more competitive contract. Thus, the purchase will not be booked thru Sourcewell. Parts and service programs/contracts as per the following:

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As it relates to fire apparatus: The REV Group and its multiple fire apparatus brands (REV Fire Group) offer Sourcewell members a wide variety of models. These include brush trucks, urban interface units, crew haulers, air and light units, light rescues, medium rescues, heavy rescues, combo rescues, walk-in/walk around rescues, command vehicles, hazmat vehicles, pumpers, rescue pumpers, wet side tankers, dry side tankers, vacuum tankers, elliptical tankers, aerial booms, aerial ladders, aerial platforms, ARFF units, ARFF foam testing units, and Rhino turrets. In addition to apparatus, we offer service/maintenance, parts, training, refurbishment/upgrades, accident repair services, and any other new/product or service agreed upon by the member and fits within the scope of the RFP. As it relates to Spartan Chassis - these chassis' are offered by many fire apparatus manufacturers which are not part of the REV GROUP/REV Fire Group. In most cases they are competitors of the REV Fire Group. That said, within the scope of the RFP, we wanted to provide our dealer partners and Spartan Chassis' OEMs the option to offer chassis upgrades, re-chassis options, wreck repairs, and body remounts on a new Spartan chassis via the Sourcewell contract, thus eliminate the requirement of going out to bid.. The agreed discount and admin fee would only be based on the chassis quote. All other expenses, labor, parts, and loose equipment would be listed separately from the chassis line item quote, must be approved by the Sourcewell member, and fit within the scope of the RFP.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For fire apparatus - we offer leasing, trade-ins, pre-pay discounts, and multiple unit discounts. For leasing this would be handled thru REV Leasing, one of many third party leasing companies within the industry, or through local institutions agreed upon by the member and fits within the scope of the RFP. For service/parts purchases - these would brand specific new parts, vendor supplied parts, brand/dealer supplied parts/loose equipment, brand/dealer supplied PPE/fire fighting support equipment, services (other-TBD) where the need expressed by the member fits within the scope of the RFP, and any volume discounts which may apply. For Product Life Cycle Extension Services - these would include wreck repairs, apparatus upgrades, apparatus refurbs, dealer/third party annual aerial inspection/certification, dealer/third party annual pump testing, and dealer/third party contracted services (other-TBD) where the need expressed by the member fits within the scope of the RFP. For Extended Warranties - these would included warranties offered specifically by the brand (base warranty extensions and/or bumper to bumper warranties, third party drivetrain warranties, vendor supplied extended warranties, or additional warranties requested by the member and falls within the scope of the RFP. Contract Services - these would be brand provided service contracts, training offered by each brand, service contracts negotiated with our dealer partners, parts contracts negotiated with our dealer partners, training services negotiated with our dealer partners, or any added contract services agreed upon by the member and fits within the scope of the RFP.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Do not offer rescue trailers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	All of the mentioned including brush trucks and initial attack vehicles.	*
72	Aircraft rescue and firefighting vehicles	(•) Yes ( ) No	Also providing a mobile foam tester.	
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	Offering brand specific chassis for wreck repair, refurb, and chassis upgrades. Also offering Spartan custom built chassis as additional option for re-chassis solutions.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Offered thru the manufacturing brand or selling dealer.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	All of the items are offered. Also offering accident repairs.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	A list of dealers and service locations is provided. Depending on the dealer's capabilities added services may be available. This could include pump testing, aerial testing, air pack testing/repair, upfitting, and/or wreck repair.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	A list of dealers and service locations is provided. Depending on the dealer's capabilities these added services may be available. If not available at the dealer location the manufacturing brand could provide labor and material quotes based on the requested repairs.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Most of our manufacturing facilities are ISO9001 Quality Certified All vehicles must be built to NFPA 1901 or 1906. We provide the member a Letter of Compliance and any item requested not meeting these standards is listed as non-compliant whereas the member and/or dealer must sign and dictate who is responsible for correcting the deficiency prior to putting vehicle in service. See attachments. All ARFFs must meet NFPA 414 and NFPA 412 Standards. Some facilities undergo and pass the UL Inspection Program (VIP) for NFPA 1901. See attachments. Must meet FMVSS—Federal Motor Vehicle Safety Standards All custom cabs must meet the Economic Commission for Europe (ECE) R-29 cab crash testing. Society of Automotive Engineers (SAE) Standards where specified. Underwriters Laboratories (UL & ULC) Federal Aviation Administration (FAA) AC 150/5220-10 for ARFF
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	The same as U.S. built units but with the following additional testing requirements: Must meet ULC S515 for all apparatus sold n Canada. Must meet CMVSS—Canadian Motor Vehicle Safety Standards International Civil Aviation Organization (ICAO) Units delivered in Canada must also pass a required motor vehicle test prior to unit being put into service.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - REV Group_ E-ONE Apparatus Models_Pricing_Discounts Updated.pdf - Tuesday November 30, 2021 15:44:05
- Financial Strength and Stability - REV GROUP (REV Fire Group) Financial Strength and Stability.pdf - Tuesday November 30, 2021 15:15:51
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates - REV Fire Group Certifications.pdf - Tuesday November 30, 2021 15:47:00
- Warranty Information - REV Fire Group Warranties.pdf - Tuesday November 30, 2021 16:05:38
- Standard Transaction Document Samples - 20211110 Q113020 Mesa AZ, H & E (AZ) Custom Summary Report - Amended.pdf - Tuesday November 30, 2021 16:20:31
- Upload Additional Document - REV Group Misc Files.pdf - Tuesday November 30, 2021 16:18:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Fred Cureton, National Contract Manager, REV Group, INC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column **"I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

E-ONE, INC.

TITAN

TITAN 6X6
AIRCRAFT RESCUE FIREFIGHTING VEHICLE

PRODUCT SPECIFICATIONS

FOR

SANTA FE REGIONAL AIRPORT
SANTA FE, NEW MEXICO

APRIL 15, 2022

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TESTING COMPLIANCE STANDARD

Testing Compliance

This vehicle shall meet the requirements of FAA AC150/5220-10E Standards.

Overall Height Restriction

The apparatus shall have no overall height restrictions.

Overall Length Restriction

The unit has no overall length restrictions.

Overall Width

The apparatus shall have no overall width restrictions.

INSPECTIONS

Final Inspection

A final inspection shall be performed at the factory prior to shipment to dealer/customer.

BUMPERS

Bumper

A heavy-duty three-piece bumper shall be provided to protect the front cab face and lighting options as specified. The design will permit the cab to maintain a minimum of 30-degree approach angle as required by industry standards.

License Plate Holder

There shall be a license plate holder mounted on the officer side of the front approach panel.

FRAME ASSEMBLY

Frame construction

The frame shall consist of two (2) tubular or fully boxed frame rails with heavy-duty cross-members. Each frame rail shall have the following minimum specifications in order to minimize frame deflection under load and thereby improve vehicle ride and extend the life of the frame:

- Dimensions: 12" X 4" X 3/8" (305mm x 101mm x 9.5mm)
- Material: 80,000 psi (551,724 KPA) minimum yield
- Section Modulus: 30.83 cu. in. per rail
- Resistance to Bending Moment (RBM): 2,467,000 in. lbs. per rail

The cross-members shall be a combination of a tubular design along with heavy duty steel fabricated designs as required for the exact chassis configuration. The cross-members shall be attached to the frame rails with not less than four (4) bolts at each end arranged in a bolt pattern to adequately distribute the cross-member load into the rail and minimize stress concentrations.

All frame fasteners shall be high-strength Grade 8, flanged-head threaded bolts and nuts for frame strength, durability, and ease of repair. The frame fasteners shall be tightened to the proper torque at the time of assembly.

The frame rails shall be finished with black paint. The frame cross-members and frame mounted components (suspensions, axles, air tanks, fuel tank, etc.) shall be painted black.

The apparatus manufacturer shall supply a full lifetime frame warranty including cross-members against defects in materials or workmanship. Warranties that provide a lifetime warranty for only the frame rails, but not the cross-members, are not acceptable.

NO EXCEPTIONS.

Shackles

Shackles shall be provided with one pair at the front and one pair at the rear of the apparatus.

AXLE OPTIONS

Front Steer Axle

The vehicle shall be supplied with a Kessler Model LT81 front rigid drive steering axle.

The gross axle weight rating (GAWR) is 31,000 lbs. or 14,061 kg. and shall be equipped with a set of coil springs at each wheel end. The axle will utilize Knorr-Bremse 17.1" (434mm) disc brakes for maximum braking performance.

The power steering system shall permit the ARFF vehicle to meet all applicable performance standards as specified in NFPA 414.

Rear Bogey Axles

The vehicle shall be supplied with two Kessler rear rigid drive axles.

The gross axle weight rating (GAWR) for each is 29,000 lbs. or 13,154 kg. and shall be equipped with a set of coil springs at each wheel end. The axle will utilize Knorr-Bremse 17.1" (434mm) disc brakes for maximum braking performance.

The ARFF axle shall meet all applicable performance requirements of NFPA 414.

Differential Lock

A driver controlled locking differential switch shall be provided within easy reach of the driver to increase traction in off-road applications of the ARFF vehicle. The switch shall be a three-position guarded toggle clearly labeled and illuminated.

Switch positions shall be as follows:

- Differential Lock
- Transfer Case
- Normal

SUSPENSIONS

Front Suspension

The suspension system shall be designed to allow the vehicle, loaded or unloaded, to travel at highway speeds over improved road surface and at moderate speeds over rough, unimproved terrain. The suspension design shall be straight axle single-coil variable rate springs. Special consideration shall be made to cushion road shocks and provide 14" (356 mm) of wheel travel by installing heavy-duty direct double acting shock absorbers and energy absorbing rubber bump stops at all wheel ends.

The design of the axles and suspension system shall be such that the total un-sprung weight of the vehicle will not be greater than 10% of the gross weight of the vehicle when fully loaded.

Stops shall be installed to prevent damage to axles, drive shafts, the engine oil pan, or any other portions of the chassis, which may be damaged by bottoming.

Rear Suspension

The suspension system shall be designed to allow the vehicle, loaded or unloaded, to travel at highway speeds over improved road surface and at moderate speeds over rough, unimproved terrain. The suspension design shall be straight axle single-coil variable rate springs. Special consideration shall be made to cushion road shocks and provide 14" (356 mm) of wheel travel by installing heavy-duty direct double acting shock absorbers and energy absorbing rubber bump stops at all wheel ends.

The design of the axles and suspension system shall be such that the total unsprung weight of the vehicle will not be greater than 10% of the gross weight of the vehicle when fully loaded.

Stops shall be installed to prevent damage to axles, drive shafts, the engine oil pan, or any other portions of the chassis, which may be damaged by bottoming.

Sway Bar

Anti-sway bar and kit shall be installed on the front and rear axles of the 4x4 ARFF.

TIRE OPTIONS

Tires 6x6

The tires shall be 24R21 radial mud and snow tread mounted on a 21" (533 mm) x 18" (457 mm) steel disc wheels.

BRAKE SYSTEMS

Brake System

The vehicle shall be equipped with air-operated brakes and an anti-lock braking system (ABS). The brake system shall meet or exceed the design and performance requirements of the current Federal Motor Vehicle Safety Standard (FMVSS)-121, and the test requirements of the current NFPA 414 Standard.

A brake valve shall correctly proportion the braking power between the front and rear systems. The air system shall be provided with a rapid pressure build-up feature, designed to meet current NFPA 414 requirements, to allow the vehicle to begin its emergency response as quickly as possible.

A pressure-protection valve shall be installed to prevent use of the air horns or other air-operated devices should the air system pressure drop below 85 psi. This feature is designed to prevent inadvertent actuation of the emergency/parking brakes while the vehicle is in motion.

Two (2) air pressure needle gauges, one (1) each for front and rear air pressure, with a warning light and buzzer shall be installed at the driver`s instrument panel.

The braking system shall be provided with a minimum of three (3) air tank reservoirs: one (1) reservoir shall serve as the wet tank and a minimum of one (1) tank shall be supplied for each of the front and rear axles. The total system shall carry a sufficient volume of air to comply with FMVSS-121.

Spring-actuated emergency/parking brakes shall be installed on the rear axle.

An ABS shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to both front and rear axles. All electrical connections shall be environmentally sealed for protection against water, weather and vibration.

AIR SYSTEM OPTIONS

Auxiliary Air Tank

There shall be an auxiliary 1738 cubic inch air tank installed.

Tank Drains w/Pull Cords ARFF [Qty: 4]

Manual Drain valves with pull cords routed to side of cab/body shall be provided for each air tank.

Auto Moisture Ejectors Heated ARFF [Qty: 4]

Each of the air reservoirs shall be equipped with a Bendix DV-2 automatic reservoir drain valve which shall automatically eject moisture and contaminants from the reservoirs. The moisture ejectors shall be heated.

Air Inlet Auto-Eject

A Kussmaul Air Auto-Eject #091-28 airline disconnect shall be installed for the air inlet connection. The airline will automatically disconnect when the vehicle is started. A Red weatherproof gasketed cover, which automatically closes when the airline is ejected, shall be supplied.

The Auto-Eject shall be located driver side forward wheel well offset rearward.

ENGINES & TRANSMISSIONS

Engine/ Transmission/Torque Converter

The vehicle shall utilize a Scania DC 16 engine electronic engine as described below:

- EPA Tier IV Final Compliant engine
- 770 horsepower
- Eight (8) cylinders
- 16.4 liter
- Scania EMS (Engine Management System)
- 24v starting system
- SCR (Selective Catalytic Reduction)
- EGR (Exhaust Gas Recirculation)
- Turbocharger (VGT)
- Dual alternators - (1) 150 amp and (1) 100-amp alternators
- 38-liter reductant tank (DEF)
- Scania 720 cc air compressor (34 CFM)

Twin Disc Automatic Transmission Model TD61-1179

- Full time all-wheel drive w/ differential lock
- Six forward speed power shift
- Maximum gross input torque 2420 lb-ft (3280 Nm)
- TDEC-500 Electronic control system
- High-capacity PTO clutch

Twin Disc Torque Converter

- Model 8MLW-1758-1

Twin Disc Extended Warranty

Twin Disc Transmission warranty extended to five years.

EXHAUST OPTIONS

Exhaust

Stainless steel exhaust shall terminate to the rear of the vehicle.

COOLING PACKAGE

Cooling System

The cooling system shall consist of separate heavy duty cooling cores for the charge air cooler, engine radiator, transmission oil cooler, and air conditioning condenser. These units are stacked horizontally and bolted in place to provide a modular cooling package. A separate surge tank shall be mounted to the top. The water pump shall be an integral part of the engine. The system shall utilize a coolant bypass that allows circulation through the block with the thermostat closed, until the normal operating temperature is reached. The system will be filled with a 50/50 glycol/water mix.

FUEL SYSTEMS

Fuel System

One (1) 90-gallon fuel tank shall be provided. The tank shall be of an all-welded, aluminized-steel construction with anti-surge baffles and shall conform to all applicable Administration (FHWA) 393.65 and 393.67 standards. The tank shall be mounted below the frame rails at the rear of the chassis for maximum protection. The tank shall be secured with two (2) wrap-around T-bolt type stainless steel straps. Each strap shall be fitted with protective rubber insulation and shall be secured with Grade 8 hardware. This design allows for tank removal from below the chassis.

The tank shall have a minimum useable capacity of 90 gallons of fuel with a sufficient additional volume to allow for thermal expansion of the fuel without overflowing the vent.

Fuel / Water Separator Alarm

A sensor with indicator light and audible alarm shall be provided for the Racor fuel/water separator. The indicator light shall be mounted in the dash with the unit located inside the pump module. The unit will alert the driver of high-water content in the separator bowl.

BATTERIES

Battery System

The vehicle shall utilize four (4) heavy-duty 12-volt batteries with 1000 cold cranking amp rating each, 12v units shall have the batteries wired in parallel and 24v will require one pair wired in parallel then wired in series to the other pair, all batteries shall be suitably installed in a ventilated and protected area that is accessible for maintenance.

Batteries shall have a warranty of twelve (12) months that shall commence upon the date of delivery of the apparatus.

CHASSIS OPTIONS

Mud Flaps

Two (2) black linear low-density polyethylene (proprietary blend) mud flaps shall be installed on the rear body wheel wells. A reflective logo shall be adhered to the flap itself. The design of the mud flap shall have corrugated ridges to distribute water evenly.

Dual Air horns

Two (2) chrome plated air horns installed under the cab to allow the sound to transmit forward of the vehicle.

Drivelines

Drivelines shall have a heavy-duty metal tube and shall be equipped with Spicer 1810 series universal joints to allow full-transmitted torque to the axle(s). Drive shafts shall be axially straight, concentric with axis and dynamically balanced.

Engine Coolant Heater

A 120v 3000w thermosiphon heater will be provided for the Scania engine coolant.

CAB

ARFF Cab

The vehicle shall be distinguished by an all-welded aluminum and fully enclosed cab. The cab shall be designed exclusively for aircraft rescue firefighting service and shall be pre-engineered to ensure long life. It shall incorporate an integral welded substructure of high-strength aluminum alloy extrusions that creates an occupant compartment that is essentially a protective perimeter. The end result is a distinctive structure that is aesthetically appealing, functionally durable, and characterized by increased personnel safety.

The cab shall be constructed from 3/16" (0.188") 3003 H14 aluminum alloy plate roof, floor, and outer skins welded to a high-strength 6063-T6 aluminum alloy extruded sub frame. Wall supports and roof bows are 6061 T6 aluminum alloy. This combination of a high-strength, welded aluminum inner structure surrounded on all sides by load bearing, welded aluminum outer skins provide a cab that is strong, lightweight, corrosion-resistant, and durable.

The inner structure shall be designed to create an interlocking internal "roll-cage" effect and shall be designed to effectively transmit roof loads downward into the sub frame structure to help protect the occupant compartment from crushing in a serious accident. All joints shall be electrically seam welded internally using aluminum alloy welding wire.

The sub frame structure shall be constructed from high-strength 6061-T6 aluminum extrusions welded together to provide a structural base for the cab. It shall include a side-to-side 3" x 1.5" .375 thick C-channel extrusion across the front, with 3/4" x 2-3/4" (.75" x 2.75") full-width cross member tubes spaced at critical points between the front and rear of the cab.

The cab floor shall be constructed from 3/16" (0.188") 3003 H14 smooth aluminum plate welded to the sub frame structure to give the cab additional strength and to help protect the occupants from penetration by road debris and under-ride collision impacts.

The cab roof shall be constructed from 3/16" (0.188") 3003 H14 aluminum supported by a grid of fore-aft and side-to-side aluminum extrusions to help protect the occupants from penetration by falling debris and downward-projecting objects. Molded fiberglass or other molded fiber-reinforced plastic roof materials are not acceptable.

The cab roof perimeter shall be constructed from 6063-T5 aluminum extrusions. Cast aluminum corner joints shall be welded to the aluminum roof perimeter extrusions to ensure structural integrity. The roof perimeter shall be continuously welded to the cab roof plate to ensure a leak-free roof structure.

The left-hand and right-hand cab side skins shall be constructed from 3/16" (0.188") 3003 H14 smooth aluminum plate. The skins shall be welded to structural aluminum extrusions at the top, bottom, and sides for additional reinforcement.

Cab Exterior

The exterior of the cab shall be large enough to allow sufficient room in the occupant compartment for up to four (4) fire fighters. The cab roof shall be approximately 120" above the ground.

The cab windshield shall be a single piece design for increased visibility. The windshield shall be made from laminated safety glass with a 75% light transmittance automotive tint. Forward visibility to the ground for the average (50th percentile) male sitting in the driver`s seat shall meet or exceed NFPA 414 standards.

The cab shall be independently mounted from the body and chassis to isolate the cab structure from stresses caused by chassis twisting and body movements.

Cab Interior

The interior of the cab shall be of the open design with an ergonomically designed driver area that provides ready access to all controls as well as a clear view of critical instrumentation.

All cab floors shall be covered with a black rubber floor mat that provides an aggressive slip-resistant surface in accordance with current NFPA 414.

All exposed interior metal surfaces shall be pretreated using a corrosion prevention system.

The interior of the cab shall be insulated to ensure the sound (dbA) level for the cab interior is within the limits stated in the current edition of NFPA 414. The insulation shall consist of 2 oz. wadding and 1/4" (0.25") foam padding. The padding board shall be backed with 1/4" (0.25") thick reflective insulation. The backing shall be spun-woven polyester. Interior cab padding shall consist of a rear cab headliner, a rear wall panel, and side panels between the front and rear cab doors.

An overhead console shall be mounted to the cab ceiling for placement of siren and radio heads. The console shall be made from a thermoformed, non-metallic material and shall have easily removable mounting plates.

The front cab steps shall be no more than 22.0" above the ground in the unloaded condition per NFPA 414 standards. A handle shall be provided on the interior to ensure proper hand holds while entering and exiting the cab.

Cab Doors

There shall be reflective chevron on each cab door in compliance with all NFPA requirements.

Two (2) side-opening cab doors shall be provided. Doors shall be constructed of a 3/16" (0.188") aluminum plate outer material with an aluminum extruded inner framework to provide a structure that is as strong as the side skins.

The doors shall be securely fastened to the doorframes with full-length, stainless steel piano hinges for proper door alignment, long life, and corrosion resistance. Mounting hardware shall be treated with corrosion-resistant material prior to installation. For effective sealing, an extruded rubber gasket shall be provided around the entire perimeter of all doors.

Black steel paddle-style door latches shall be provided on the interiors of the doors. The latches shall be designed and installed to protect against accidental or inadvertent opening as required by NFPA 414.

Cab Instruments and Controls

Two (2) pantograph-style windshield wipers with two (2) separate electric motors shall be provided for positive operation. Air-operated windshield wipers are not acceptable because of their tendency to accumulate moisture, which can lead to corrosion or to freezing in cold weather. The wipers shall be a wet-arm type with a one (1) gallon washer fluid reservoir, an intermittent-wipe function, and an integral wash circuit.

Cab controls shall be located on the cab instrument panel in the dashboard on the driver`s side where they are clearly visible and easily reachable. Emergency warning light switches shall be installed in removable panels or within the Vista screen. The following gauges and/or controls shall be provided:

- Master battery switch/ignition switch (rocker with integral indicator)
- Starter switch/engine stop switch (rocker)
- Heater and defroster controls with illumination (Vista)
- Marker light/headlight control switch with dimmer switch
- Self-canceling turn signal control with indicators
- Windshield wiper switch with intermittent control and washer control
- Master warning light switch (Vista)
- Transmission oil temperature gauge
- Air filter restriction indicator (when specified)
- Pump shift control with green indicator lights
- Parking brake controls with red indicator light on dash
- Automatic transmission shift console
- Electric horn button at center of steering wheel
- Cab ajar warning light on the message center enunciator

Controls and switches shall be identified as to their function by backlit wording adjacent to each switch, or indirect panel lighting adjacent to the controls.

Fast Idle System

A fast idle system shall be provided and controlled by the cab-mounted switch within the Vista screen. The system shall increase engine idle speed to a preset RPM for increased alternator output.

Electrical System

The cab and chassis system shall have a centrally located electrical distribution area. All electrical components shall be located such that standard operations shall not interfere with or disrupt vehicle operation. An automatic thermal-reset master circuit breaker compatible with the alternator size shall be provided. Automatic-reset circuit breakers shall be used for

directional lights, cab heater, battery power, ignition, and other circuits. An access cover shall be provided for maintenance access to the electrical distribution area.

A 6 place, constantly hot, and 6 place ignition switched fuse panel and ground for customer-installed radios and chargers shall be provided at the electrical distribution area. Radio suppression shall be sufficient to allow radio equipment operation without interference.

All wiring shall be mounted in the chassis frame and protected from impact, abrasion, water, ice, and heat sources. The wiring shall be color-coded and functionally-labeled every 3" on the outer surface of the insulation for ease of identification and maintenance. The wiring harness shall conform to SAE 1127 with GXL temperature properties. Any wiring connections exposed to the outside environment shall be weather-resistant. All harnesses shall be covered in a loom that is rated at 280 degrees F to protect the wiring against heat and abrasion.

A Vehicle Data Computer (VDC) shall be supplied within the electrical system to process and distribute engine and transmission Electronic Control Module (ECM) information to chassis system gauges, the message center, and related pump panel gauges. Communication between the VDC and chassis system gauges shall be through a 4-wire multiplexed communication system to ensure accurate engine and transmission data is provided at the cab dash and pump. The VDC shall be protected against corrosion, excessive heat, vibration, and physical damage.

Two (2) dual round LED headlight bezels shall be installed on the front of the cab. The low beam headlights shall activate with the release of the parking brake to provide daytime running lights (DRL) for additional vehicle conspicuity and safety. The headlight switch shall automatically override the DRL for normal low beam/high beam operation.

Cab Crashworthiness Requirement

The apparatus cab shall meet and/or exceed relevant NFPA 414 load and impact tests required for compliance certification with the following:

Quasi-static Roof Strength (proof loads) per SAE J2422 (Section 6) / ECE R29, Annex 3, paragraph 5.

Testing shall meet and/or exceed defined test using 22,046 lbs of mass as a requirement. Testing shall be completed using platen(s) distributed uniformly over all bearing members of the cab roof structure.

Cab testing shall be completed using 23,561 lbs of mass **exceeding** testing requirements. The cab shall exhibit minimal to no intrusion into the cab's occupant survival space and doors shall remain closed.

The cab shall meet all requirements to the above cab crash worthiness; **NO EXCEPTIONS.**

A copy of a certificate or letter verifying compliance to the above performance by an independent, licensed, professional engineer shall be provided upon request.

For any or all of the above tests, the cab manufacturer shall provide either photographs or video footage of the procedure upon request.

Seat Mounting Strength

The cab seat mounting surfaces shall be third party tested and in compliance with FMVSS 571.207.

Seat Belt Anchor Strength

The cab seat belt mounting points shall be third party tested and in compliance with FMVSS 571.210.

ISO Compliance

The manufacturer shall ensure that the construction of the apparatus cab shall be in conformance with the established ISO-compliant quality system. All written quality procedures and other procedures referenced within the pages of the manufacturer`s Quality Manual, as well as all Work Instructions, Workmanship Standards, and Calibration Administration that directly or indirectly impacts this process shall be strictly adhered to. By virtue of its ISO compliance the manufacturer shall provide an apparatus cab that is built to exacting standards, meets the customer`s expectations, and satisfies the customer`s requirements.

CAB DOOR OPTIONS

Cab Door Reflective Material

Reflective Red/Fluorescent Yellow Green 3M Diamond Grade material striping shall be supplied on each of the cab doors. The stripes shall run from the lower outer corner to the upper inside corner of the panel, forming an "A" shape when viewed from the rear. The material shall meet NFPA 1901 requirements for size (96 square inches) and reflectivity.

MIRRORS

Convex Mirror

One (1) 8" (203 mm) convex mirror shall be mounted driver side front of cab below windshield outboard, officer side front of cab below windshield outboard to view the lower front of the truck area.

Cab Mirrors

There shall be a pair of Retrac Aerodynamic mirrors model 613305 with remote top glass and heat shall be provided on the driver and officer cab door.

MISC EXTERIOR CAB OPTIONS

Windshield

The non-heated one-piece windshield measures 110.250" wide x 35.415" tall and is .219" thick laminated composite of clear semi-tempered glass. It shall provide an unobstructed view conforming to the Federal Motor Vehicle Safety Standard number 205 and the appropriate test requirements of the American National Standard Safety Code for Safety Glazing materials operating on Land Highways.

Laminated green tinted glass per ANSI Z26.1-1983-AS2, 75% Transparency

Monograms on Safety glazed parts required by various safety standards must be clear, legible and permanently marked, and shall be applied to each part. Monograms may be read from each side of the glass.

Mud Flaps

Two (2) black linear low-density polyethylene (proprietary blend) mud flaps shall be installed on the rear of the cab front wheel wells. The design of the mud flap shall have corrugated ridges to distribute water evenly.

Cab ARFF Durabak

Front bumper, front headlight light bezels, cab steps, front brow of cab, driving and fog light bezels (if applicable) shall be painted with black Durabak coating.

HVAC

HVAC

An overhead air-conditioner / heater system with a radiator mounted condenser and roof mounted evaporator shall be supplied.

The unit shall be mounted to the cab interior headliner in a mid-cab position, away from all seating positions. The unit shall provide ten (10) comfort discharge louvers, four (4) to the back area of the cab and six (6) to the front. These louvers will be used for AC and heat air

delivery. Two (2) additional large front louvers shall be damper controlled to provide defogging and defrosting capabilities to the front windshield as necessary.

The unit shall consist of a high output evaporator coil and heater core with one (1) high output dual blower for front air delivery, and two (2) high performance single wheel blowers for rear air delivery.

A serviceable filter shall be installed on the A/C evaporator. The filter shall consist of a steel perimeter frame with a foam filter.

The control panel shall actuate the air-distribution system with air cylinders, which are to be separated from the brake system by an 85-90 psi pressure protection valve. A three-speed blower switch shall control air speed.

The condenser shall be radiator mounted and have a minimum capacity of 65,000 BTU`s and have dual fans with a built-in receiver drier.

Performance Data: (Unit only, no ducting or louvers)

- AC BTU: 60,000
- Heat BTU: 60,000
- CFM: 1300 @ 13.8V (All blowers)

SEATS

Cab Seats

All cab seats shall be Bostrom brand.

Seating Capacity Tag

A tag that is in view of the driver stating seating capacity of four (4) personnel shall be provided.

Seat Cover Material

All seats shall have Durawear seat cover material.

Seat Fabric Color

All seats shall be gray in color.

Seat, Driver

One (1) H. O. Bostrom 400 Series Sierra Air-30RX4 suspension seat with ABTS and high back styling shall be supplied for the driver position.

The ABTS (All-Belts-To-Seat) design shall include a bright red 3-point integrated seat belt with an additional 8-12" of additional useable belt webbing for easy access and comfort—increasing seat belt usage amongst firefighters and rescue personnel.

Features shall include:

- Air-30 suspension assembly with weight, height and ride adjustment
- Built in lumbar support.
- 1.5" vertical suspension motion
- 5" fore and aft adjustment

Seat, Officer

One (1) Bostrom Tanker 450 ABTS seat with high back SCBA storage shall be provided in the officer position.

The ABTS (All-Belts-To-Seat) design shall include a bright red 3-point integrated seat belt with an additional 8-12" of additional useable belt webbing for easy access and comfort—increasing seat belt usage amongst firefighters and rescue personnel.

Seat features shall include:

- Removable "Store-All" side cushions
- Auto-pivot and return headrest to open for improved exit with SCBA
- 12.5" wide SCBA cavity to store leading SCBA brands
- Shoulder strap holder
- Replaceable seat, side and headrest cushions

Seat, Forward Facing

One (1) Bostrom Tanker 450 ABTS seat with high back SCBA storage shall be provided in the forward-facing position over the driver side wheel well.

The ABTS (All-Belts-To-Seat) design shall include a bright red 3-point integrated seat belt with an additional 8-12" of additional useable belt webbing for easy access and comfort—increasing seat belt usage amongst firefighters and rescue personnel.

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- Shoulder strap holder
- Replaceable seat, side and headrest cushions

Seat Cavity Cover [Qty: 3]

A cavity cover shall be provided for a SCBA seat. The cover shall match the seat in brand, color and material.

Universal Bracket for Air Pack Bottles [Qty: 4]

A Ziamatic bottle bracket model KD-ULLH consisting of a back plate, short footplate, two non-mar double-coated clips and a "Load & Lock" adjustable strap assembly shall be provided. The back plate and footplate will be black thermo-plastic coated. The clips will be double coated as to not mar cylinders. The bracket shall fit all U.S. made 30 to 60 minute rated self-contained breathing apparatus.

Brackets shall be located officer's seat, inboard driver's side rear wall, rear jump seat driver's side, rear jump seat officer's side.

MISC INTERIOR CAB OPTIONS

Cab Door Windows

Provide Driver and Officer fore-aft sliding windows in cab forward doors. Glass shall be non-tinted safety glass. Includes lower cab door fixed windows

Sun Visors

Lexan sun visors shall be provided for the driver and officer matching the interior trim of the cab and shall be flush mounted into the underside of the overhead console.

Inclinometer

This unit shall be supplied with a phosphorescent illuminated Inclinometer with 20-0-20 side slope indicator fabricated aluminum case with glass tube marked in (5) five-degree increments. The inclinometer shall have colored zones with green representing from 0 to 8 degrees, yellow from 8 to12 degrees and red from 12 to 20 degrees of slope.

Headset Hanger Hook [Qty: 4]

Hooks shall be installed to store headsets for communication system on the unit.

Step Cover Plates

Interior steps in cab step well shall have black Durabak painted bolt-on cover plates.

Cab Interior Color Scheme

Cab interior walls, the dash housing, cab step wells and rear crew area floor shall be painted grey Zolatone.

CAB ELECTRICAL OPTIONS

Auto-Eject Battery Charger Receptacle

The battery charger receptacle shall be a Kussmaul 20-amp NEMA 5-20 Super Auto-Eject #091-55-20-120 with a cover. The Super Auto-Eject receptacle shall be completely sealed and have an automatic power line disconnect.

The receptacle shall be located behind driver's side cab door and the cover color shall be Yellow.

Battery Charger 24v

An E-ONE LPC 45 battery charger.

A fully automatic charging system shall be installed on the apparatus. The system shall have a 120-volt, 50/60 hertz, 3.5-amp AC input with an output of 45 amps 24 volts DC. The battery charging system shall be connected directly to the shoreline to ensure the batteries remain fully charged while the vehicle is in the fire station or firehouse.

One (1) Kussmaul model 091-194C-IND-WT-BLK digital battery display with black housing shall be provided adjacent to the shoreline receptacle.

Auto-Eject Block Heater Receptacle

The battery charger receptacle shall be a Kussmaul 30-amp 120-volt NEMA Super Auto-Eject #091-159-30-120. The Super Auto-Eject receptacle shall be completely sealed and have an automatic power line disconnect.

The receptacle shall be located below L1 offset rearward and the cover color shall be Yellow.

12 Volt (or 24 Volt) Outlet [Qty: 2]

A plug-in type receptacle for handheld spotlights, cell phones, chargers, etc. shall be installed driver side dash, officer side dash. The receptacle shall be wired battery hot.

Antenna Base [Qty: 3]

There shall be a Tessco P/N 90942 universal antenna base mounted on the cab roof with a weatherproof connector. The antenna base shall be NMO Motorola Style (equivalent to a MATM style) with RG58U coax cable. The antenna shall be located driver side rearward with coaxial cable terminating at the center of the dashboard, officer side forward with coaxial cable terminating at the center of the dashboard, officer side rearward with coaxial cable terminating at the center of the dashboard.

Gauge Cluster

The cab operational instruments shall be located in the dashboard on the driver side of the cab and shall be clearly visible. The gauges in this panel shall be English dominant and shall be the following:

- Speedometer/Odometer
- Tachometer with integral hour meter
- Engine oil pressure gauge with warning light and buzzer
- Engine water temperature gauge with warning light and buzzer

- Dual read air pressure gauge with a warning light and buzzer (front air and rear air)
- Fuel gauge
- DEF gauge (when applicable)
- Voltmeter
- Transmission oil temperature gauge

This panel shall be backlit for increased visibility during day and nighttime operations.

Steering Wheel Switches

The steering wheel shall be supplied with two (2) switch pods. Each switch pod shall include five (5) switches. The pods shall include switching for wipers, master warning, air horns and auxiliary engine brake (on/off) (when applicable). In addition, there shall be three (3) auxiliary switches that can be programmed to meet department specified functions.

The wiper switches shall include high / low speed, intermittent, wipe / wash and off. The wiper motors shall be synchronized so as to wipe each windshield simultaneously.

LG Alert

A dual axis accelerometer shall be installed forward of the driver inside of the cab with a user selectable lateral sensitivity display module. The device can give audible and visual warning when the set-operating limit for the vehicle is being exceeded helping reduce vehicle dynamic instability and potential accident or rollover situations. The output shall be displayed on the vehicle's cab Vista screen and shall take priority when pre-set conditions are met.

Dome Lights

A pair of LED dome light assemblies each with one (1) clear lens and one (1) red lens and black plastic housing shall be installed. The clear light activates with appropriate cab door and light assembly switch, the red light activates with light assembly mounted switch only.

Both light assemblies shall be installed in the cab overhead within easy reach of the driver and officer.

Cab Turn Signals

A pair of LED (Light Emitting Diode) turn signal lights with amber lens shall be installed on the front of the cab. The strip type lights shall be 1" high x 20" long and be recess mounted above the headlights.

LED Cab Headlights

Four LED headlights shall be provided. LED headlights shall be installed on the ARFF cab to meet all applicable DOT and NFPA requirements.

BODY MODEL

ARFF P811 6x6 Body

The body skins shall be fabricated from materials designed to provide the lightest weight consistent with strength, heat and corrosion resistance requirements. Rivets or sheet metal screws shall not be used in construction of the apparatus body. Panels shall be welded or bolted to their support structures to allow full range of motion.

Body framing may utilize rugged aluminum or steel extrusion to provide structural support that can withstand five (5) times the gravitational pull of body member loads to assure confident off-road use and body member longevity.

The tank shall be separate and distinct from the body, easily removable as a unit and enclosed by light weight removable on panels.

Each door shall be constructed with aluminum plate and shall be completely sanded and deburred to assure a smooth finish and painted job color.

The doors shall be securely attached to the apparatus body with a full-length stainless steel piano type hinge and shall have a positive closing mechanism and lanyards to prevent the door from opening past 90 degrees.

The top deck walking surface shall be constructed of 1/8" (3.175mm) aluminum plate utilizing a raised embossed tread pattern. This walking surface shall provide access panels for equipment mounted in the body for easy and convenient serviceability.

Steps, Walkways and Running Boards:

Steps, walkways and running boards located at the cab, on top and at the rear shall be provided as required for ascending, descending or servicing the vehicle equipment will utilize anti-slip surfaces.

Compartments:

The compartments shall be of moisture resistant construction and include louvers to facilitate airflow into the compartments. They shall be accessible from the ground by personnel of average height without the aid of steps or ladders. Large lower equipment compartments shall be provided on each side of the body.

Sufficient compartments at ground level specifically designed to contain the required amount of auxiliary equipment shall be provided. These side compartments shall not be used for fuel tanks, pump plumbing, piping or access to plumbing and shall be free and clear for hose and apparatus operating equipment.

They can be made available with separate options for ventilation and for an OEM textured paint interior finish (Zolatone brand name), which is a durable coating that provides protection for the inside the compartments.

Plumbing Module

Plumbing module shall contain the water pump(s), plumbing option, foam system(s) and controls.

DOORS

Roll Up Compartment Door [Qty: 6]

A ROM brand roll up door with satin finish shall be provided on a compartment up to 45" tall. The door(s) shall be installed in the following location(s): L1, L3, L4, R1, R3, R4.

The Robinson door slats shall be double wall box frame and manufactured from anodized aluminum. The slats shall have interlocking end shoes on each slat. The slats shall have interlocking joints with a PVC/vinyl inner seal to prevent any metal to metal contact and inhibit moisture and dust penetration.

The track shall be anodized aluminum with a finishing flange incorporated to provide a finished look around the perimeter of the door without additional trim or caulking. The track shall have a replaceable side seal to prevent water and dust from entering the compartment.

The doors shall be counterbalanced for ease in operation. A full width latch bar shall be operable with one hand, even with heavy gloves. Securing method shall be a positive latch device.

A magnetic type switch integral to the door shall be supplied for door ajar indication and compartment light activation.

The door opening shall be reduced by 2" in width and approximately 8-9" in height depending on door height.

Roll Up Compartment Door [Qty: 2]

A ROM brand roll up door with satin finish shall be provided on a compartment greater than 45" tall. The door(s) shall be installed in the following location(s): L2, R2.

The Robinson door slats shall be double wall box frame and manufactured from anodized aluminum. The slats shall have interlocking end shoes on each slat. The slats shall have interlocking joints with a PVC/vinyl inner seal to prevent any metal to metal contact and inhibit moisture and dust penetration.

The track shall be anodized aluminum with a finishing flange incorporated to provide a finished look around the perimeter of the door without additional trim or caulking. The track shall have a replaceable side seal to prevent water and dust from entering the compartment.

The doors shall be counterbalanced for ease in operation. A full width latch bar shall be operable with one hand, even with heavy gloves. Securing method shall be a positive latch device.

A magnetic type switch integral to the door shall be supplied for door ajar indication and compartment light activation.

The door opening shall be reduced by 2" in width and approximately 8-9" in height depending on door height.

TRAYS / TOOLBOARDS

Roll-Out Tray [Qty: 2]

There shall be a floor mounted roll-out tray provided in a compartment as specified.

The roll-out tray shall be constructed of 3/16" (.187") smooth aluminum plate with a sanded finish and welded corners for increased strength and rigidity. The tray shall be sized in width and depth as applicable.

For greater tray accessibility, the drawer slides shall feature one hundred percent extension. The tray shall utilize a gas spring to secure the tray in the open or closed position.

The tray shall have a total capacity of 500 lbs.

Roll-Out/Tilt Down Tray [Qty: 2]

A roll-out/tilt-down tray(s) shall be floor mounted in compartment(s) as specified.

The tray(s) shall be constructed of 3/16" (.187") smooth aluminum plate with welded corners for increased strength and rigidity. The tray shall be sized in width and depth as applicable.

An Innovative Industries SlideMaster (model SMT) steel tip down frame and channel assembly powder coated silver shall be provided for the tray(s) for the ease of operation and long service life. A positive twist lock shall be provided to secure the tray(s) in the stored position. The tray(s) shall roll-out approximately 90% from the stored position and shall tip 30 degrees downward from horizontal.

The capacity rating of the tray, in the extended position, shall be 250 lb. uniformly distributed load.

WATER TANK

Water/Foam Tank

The 3170-gallon (12.000 L) water tank shall be constructed of maintenance-free polypropylene welded sheet. The sides, bottom, and top of the tank shall be a minimum of .5" (12 mm) thick sheet welded at all joints and seams. The tank shall incorporate longitudinal baffles and lateral baffles forming compartments to limit rapid shifting of the water. The baffles shall be 3/8" thick. The baffles shall be designed and located to add support to the outside walls of the tank, preventing distortion under adverse operating conditions.

A 20" (507 mm) x 20" (507 mm) rectangular fill opening shall be located in the top of the tank. The fill cover shall be retained with a quick opening type latch. It shall have a .25" (6 mm) thick polypropylene screen. The water tank shall incorporate a vent overflow tube extending above the tank. The overflow from the water tank shall extend below the frame.

The water tank shall be provided with a deep sump located in the center of the tank. The sump and plumbing connections for water outlet from the tank to the pump shall be of sufficient size to allow water to flow with minimum restriction. The water tank shall be isolated from the flexing of the chassis frame rails by use of compression springs. Reinforced neoprene shall separate the sub frame from the tank material.

The 445-gallon (1684L) foam tank shall be provided. The tank shall be constructed of maintenance-free polypropylene sheet, welded at all joints and seams. The sides, bottom, and top of the tank shall be a minimum of .5" (12 mm) thick. The tank shall have a fill tower with a .25" (6 mm) thick polypropylene screen to prevent debris from entering the tank. A transfer pipe shall extend from the fill tower to a location near the bottom of the tank to minimize air entrapment in the liquid.

A quick opening cover shall be provided, secured with a latch. A baffle shall be provided to suppress the liquid surge due to motion of the vehicle. A 1.5" (38 mm) drain shall be provided. The tank mounting system shall utilize a four (4) point mounting method for stability.

The water and foam tank top deck surface(s) shall be textured to create an anti-slip walking surface that meets or exceeds the Coefficient of Friction requirement as called for in current edition of NFPA 1901.

A lifetime manufacturer`s limited warranty shall be included.

TANK PLUMBING

Tank Fill-Drain Water 2.5 [Qty: 2]

One (1) 2.5" (63.5 mm) water tank fill connection shall be provided mounted driver side pump panel, officer side pump panel. The 2.5" (63.5 mm) gated water tank fill/drain connection shall include an inlet strainer, a 2.5" (63.5 mm) FNST chrome inlet swivel and a chrome plug with cable. The 2.5" (63.5 mm) stainless steel pipe and/or high-pressure flexible hose shall connect the valve to the water tank. A check valve shall be installed between the fill connection port and the water tank to prevent water from flowing out of the tank after filling and disconnecting the hose.

The valve control shall be located at the pump operator`s panel and shall visually indicate the position of the valve at all times. The valve shall be an Akron 8800HD series with a chrome-plated brass ball for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the brass ball when in a throttle position with water flowing through it.

The valve shall be of the unique Akron Swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Tank Fill 5 in. Gated Valve

One (1) 5" (127 mm) water tank fill connection shall be provided on the specified side of the vehicle. The connection shall include an inlet strainer, 5" (127 mm) MNST chrome inlet and a chrome long handle cap. A 4" (102 mm) stainless steel pipe and/or high-pressure flexible hose with Victaulic couplings will connect from the side of the vehicle to the water tank.

The valve shall be an Akron 8840HD series with a bronze flat ball design for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the brass ball when in a throttle position and water is flowing through it.

The valve shall be of the unique Akron Swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance, and decreased friction loss.

Location: driver side pump panel.

Tank to Pump

One (1) air actuated 8" butterfly valve shall be installed between the pump and the tank.

The valve control shall be located at the pump operator`s panel and shall visually indicate the position of the valve at all times.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

An 8" check valve shall be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank.

FOAM TANK OPTIONS

Foam Tank Fill/Drain

A 1.5" (38 mm) FNST gated foam tank fill/drain fitting shall be located on the specified side of the vehicle. The plumbing to the foam tank shall be flexible hose and/or stainless steel pipe with Victaulic type fittings. The connection shall include an inlet strainer. Location: driver side pump panel, officer side pump panel

MISC BODY OPTIONS

Floor Matting

This unit shall have all applicable compartment floors, shelves, and trays covered with a heavy-duty Turtle Tile brand Black floor matting.

Anodize Aluminum Trim

A anodize aluminum trim shall be located at the bottom edge of all body compartment openings including pump enclosure with painted edge (as applicable). The trim shall provide added protection of the painted surface of the body when equipment is removed from the compartment.

Body ARFF Durabak

Body top deck, center of rear body, access ladder, rear taillight bezels, side air intake scoops shall be painted with black Durabak coating.

REELS AIR AND HYDRAULIC

Air Reel

A reel with 200` of 3/8" air hose and quick-disconnect couplings shall be supplied. The reel shall be plumbed into the chassis air brake system. Locate reel in L1 back wall up high offset forward.

Air Reel Rewind Switch

A heavy-duty rubber covered electric air reel rewind button shall be installed on the roller assembly bracket.

Bracket and Reel Rollers

Stainless steel dual reel rollers shall be installed and located thru a bolt-on bracket. The reel rewind switches shall be mounted on the bracket.

The rollers shall be located in L1 compartment.

The rollers shall facilitate smooth removal of the air hose and electric cord reels.

SCBA BOTTLE STORAGE

Zico SCBA Storage Rack Large [Qty: 4]

Horizontal for 6.1" to 7.4" cylinder: The QUIC-STORAGE rack system holds SCBA cylinders, fire extinguishers or other cylindrical items safely and neatly. Each unit measures 7-3/4" square by 23" long and holds one cylinder. Units bolt together and may be positioned horizontally. Horizontal racks have one cradle with rubber bumper stops in the front. When one unit is placed on top of another, the bottom of the unit becomes the top for the unit below it. There shall be a top on top of the top unit. The unit shall be PVC coated and Black in color. The rack will be located in R2.

PUMPS

Water Pump

The pump shall be a mid-ship mounted Hale Fire Pump Model 8FGR high performance centrifugal single stage pump, mounted on a gear drive unit, designed to provide discharge rate of 2000 gpm (7570 LPM) @ 225 psi (1552 KPA), or greater.

The entire pump body shall be fine-grain alloy cast iron. The impeller shall be fully enclosed, high strength bronze, fully machined, hand balanced, and keyed on a tapered shaft. The impeller shall have smooth internal waterways and twisted (mixed flow) vanes for highest efficiency. The impeller shall be axially balanced for reduced bearing loads. The clearance rings are renewable, bronze, one (1) front and one (1) rear of impeller for higher efficiency. The pump shaft shall be heat-treated stainless steel for corrosion resistance and high strength.

The pump seal shall be a balanced mechanical seal with a special design super hard seal seat for maximum resistance to thermal shock, sand, and mud. Self-lubricated and self- adjusting for long life, this design shall reduce shaft deflection and bearing stress.

The gear case shall be equipped with heavy-duty ball bearings, pressure lubricated. The gear housing shall be fine grain cast iron with a replaceable oil seal on the drive shaft. The housing shall be fitted with a ventilated filler connection, oil level, and magnetic drain plug. The gears shall be of the highest quality heat-treated chrome nickel steel, accurately cut spur design to eliminate all possible end thrust. The drive shaft shall be heat-treated chrome nickel steel, precision ground to size, spline drive design to carry heavy torque loads.

Discharge Manifold

The pump system shall utilize a stainless steel discharge manifold system that allows a direct flow of water to all discharge valves. The manifold and fabricated piping systems shall be constructed of a minimum of Schedule 10 stainless steel to reduce corrosion.

Thermal Relief Valve

The pump shall be equipped with a Hale TRVL-170 thermal relief valve.

PUMP OPTIONS

Master Drain Valve

A manual master drain valve shall be installed on the pump panel. The master pump drain assembly shall consist of a Class 1 bronze master drain with a rubber disc seal. The master drain shall have a rubber seal to prevent water from running out on the running board.

The manual master drain valve shall have twelve (12) individual-sealed ports that allow quick and simultaneous draining of multiple intake and discharge lines. It shall be constructed of corrosion-resistant material and be capable of operating at a pressure of up to 600 PSI.

The master drain shall provide independent ports for low point drainage of the fire pump and auxiliary devices.

DISCHARGES AND PRECONNECTS

Pre-connect 1.5 Automatic Discharge

A 1.5" (38 mm) male NST pre-connect discharge valve(s) shall be installed in the specified compartment with pressure gauge(s). It shall be operated by an air or electric actuator connected to a read-me switch.

A flow switch is required, activated by the cab foam switch that activates the proper foam concentrate to the system when foam solution is needed.

The plumbing shall include pressure a reducer which shall allow for the specified flow rate during hand line operation with a turret discharging at 200 psi (14 bars).

Location: L2

Flow Rating

The Flow Rating for the Pre-Connect discharge shall be 95 GPM.

Light Pre-connect Deployment

Shall provide an indicator light visible to Driver and Officer on Cab Dash to illuminate when Pre-connected Discharge Hose is Fully Deployed and pressurized.

DISCHARGE OPTIONS

Under Truck Nozzle

Four (4) nozzles shall be mounted under the vehicle. The nozzles shall be located to protect the underside of the vehicle from ground fire.

Each of the nozzles shall be aspirating, provide a circular pattern of foam, and discharge 20 gallons per minute.

The under truck nozzles shall be actuated by a dash mounted switch in the cab.

Windshield Deluge

The cab shall be equipped with a windshield deluge system to cool the glass and wash away foam. Water for the system shall be provided from the water tank by a 12-volt electric pump with 17 gpm discharge rate. The pump will be plumbed to adjustable spray nozzles mounted above the windshield. A cab dash mounted switch will control the system.

Bleeder Valve [Qty: 3]

A 3/4" quarter turn line bleeder valve shall be installed two (2) driver side pump panel, one (1) officer side pump panel

Discharge/Intake Bezel

Innovative Controls intake and/or discharge swing handle bezels shall be installed to the apparatus with mounting bolts. These bezel assemblies will be used to identify intake and/or discharge ports with color and verbiage. These bezels are designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The specified assemblies feature a chrome-plated panel-mount bezel with durable UV resistant polycarbonate inserts. These UV resistant polycarbonate graphic inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. All insert labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards.

ADAPTER THREAD 2.5 SANTA FE

All 2.5" discharges/intakes to have adaptors to provide Santa Fe thread ends.

BOOSTER REEL

Booster Hose Reel

An electric rewind booster reel shall be installed in the R1. An electric motor shall be provided for reel rewind which shall include an adjustable brake or drag mechanism. A manual rewind crank shall be mounted in specified compartment with the hose reel. The reel shall hold 100` of 1" twinned booster hose. A shielded rewind switch shall be provided at the reel mounting at the front and switch connections shall be coated to protect against moisture.

Dry chemical plumbing shall be a 1-1/2" flexible line with a 1.5" air actuated valve and the discharge control located at the operator`s control panel.

All fabricated piping shall be constructed of a minimum of Schedule 10 stainless steel pipe to reduce corrosion of the lines.

GAUGES

2.5 Pressure Gauge

The valve discharge gauges shall be 2 ½"(63mm) diameter Innovative Controls pressure gauges. Each gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauges shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from –40F to +160F. Each gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauges shall be installed into decorative chrome-plated mounting bezels that incorporate valve-identifying verbiage and/or color labels. The gauges shall display a range from 0 to 400 psi with black graphics on a white background.

Tank Level Gauge Package

The display module shall be protected from vibration and contamination with the components being encased in an encapsulated plastic housing. The long life and extreme durability of LED indicators eliminates light bulb replacement and maintenance. Color coded cover plates shall complete the assembly of the display module to the pump panel. System calibration shall be accomplished via supplied magnet. Each display level can be set independently for maximum reliability.

The display shall provide a steady indication of fluid level despite sloshing inside of the tank when the vehicle is in motion due to an "anti-slosh" feature.

There shall be two (2) Whelen PSTank 2 series LED (Light Emitting Diode) strip light installed each side as specified.

The system shall be controlled by an Innovative Control tank level driver module that is integral of the NFPA required pump panel mounted tank level light assembly.

The additional tank level system shall be interlocked through the parking brake assembly so as not to be on while the vehicle is in motion.

The remote strip light shall be arranged as follows:

Full Green
3/4 Blue

1/2 Amber
1/4 Red

Location of Whelen PSTank2 Strip Lights: outboard upper corners of center tank skins near top each side of vehicle.

FOAM SYSTEMS

Foam System

Fire Research AutoFoam Model FSB180 Around-The-Pump foam proportioning system shall be installed. The system shall include a control module, proportioning valve assembly, eductor, discharge flow sensor with mount for 3" pipe, and cables. The microprocessor-controlled system shall automatically maintain a selected foam percent mixture at the pump discharge regardless of water flow fluctuations. It shall monitor the flow rate of foam concentrate from the foam tank and the total flow through the discharge.

The system shall provide the following features and capabilities:

- Complete automatic foam proportioning
- Push button control
- Operator selected proportioning percent
- Flow totaling for both foam concentrate and water
- Manual override
- USB port
- Proportioning ratio: 0.5 – 10 %
- Foam concentrate induction rate: up to 180 GPM
- Water flow rate through eductor: 205 GPM @ 150 PSI
- Maximum discharge flow rate: 3000 GPM

The control module shall be panel mounted, waterproof, and have dimensions not to exceed 4 7/8" high by 4 7/8" wide by 1 7/8" deep. All controls, digital displays, and indicators shall be located on the front of the control module. The three LED displays shall show the flow rates and the foam percent selected. The operator shall be able to override automatic control by using the manual override buttons to adjust the proportioning valve.

The proportioning valve assembly shall consist of a specially machined ball valve to match the eductor size, an actuator and an electric motor, valve position sensing with electronic controls, two paddlewheel type flow sensors, and mounting flanges. Foam concentrate flow rates through the proportioning valve assembly shall be controlled to provide the correct amount of concentrate at the eductor. Information is passed between the valve and the control module via a two-wire data link.

It shall be installed in a water by-pass loop between the pump intake and pump discharge. The flow in this around-the-pump loop shall create suction to draw the foam concentrate into the eductor, mix it with the water, and inject it into the intake side of the pump.

The discharge flow sensor shall provide an input signal to the control module that is proportional to the discharge flow rate.

FOAM SYSTEM OPTIONS

Foam Transfer Pump

The vehicle shall be equipped with a minimum 25 gpm foam transfer pump mounted in the vehicle body and switch operated from the driver`s side pump panel. The pump shall be used to either fill or drain the foam tank from a 55-gallon drum equipped with pick up hose.

ECO-Logic Test Port Connection

The plumbing between the foam tank and the multi-metering proportioning valve shall be configured in a manner to allow for an inlet connection from an ECO-LOGIC Mobile Cart System. The plumbing connection shall be available between the foam shutoff ball valve and the multi-metering valve to allow the foam supply to be shut off during testing with the ECO-LOGIC Mobile Cart System. This connection point shall be capped and ready for installation of a dealer or customer installed ECO-LOGIC Mobile Cart System inlet kit.

TURRET

Turret Interlock Switch

This unit shall be supplied with a turret interlock switch that will prevent both turrets from flowing high flow simultaneously.

Flow Rating

The bumper turret for this unit shall have a flow rating of 600/1200 gpm.

Bumper Turret

The nozzle sweep assembly shall consist of a double swivel unit allowing the nozzle to sweep in both horizontal and vertical planes. Internal turning vanes shall be cast into the assembly for more efficient flow. The elevation axis shall allow the nozzle to be elevated 90º or depressed 45º either side of center for a 135º vertical sweep (plus 180º rotation to park position). The horizontal axis rotation shall allow the nozzle to be directed either side of center for a

180º horizontal sweep. Both horizontal and vertical drive motors shall be electric with a current-limiting motor protection.

The nozzle shall have an automatic flow mechanism that maintains consistent pressure and includes a self-draining baffle mechanism with a water/foam flow range of 300-1200 gpm [1140 to 4500 lpm] (calibrated to primary turret flow requirements specified by NFPA 414 - latest edition). The nozzle must maintain a constant flow throughout the flow range in straight stream through wide fog patterns.

The nozzle shall be equipped with an automatic leveling device that will keep the nozzle parallel to the ground regardless of boom position. A separate on/off switch near the nozzle joystick shall allow the operator to select automatic or manual nozzle control. The "Auto-Level" function shall be automatically activated when the nozzle boom is lowered. Movement of the joystick shall override the "Auto-Level" function.

A multi-function remote nozzle controls shall be provided, joystick type. The controller shall have dual axis plus soft touch switches for discharge functions. Left and right motion shall control horizontal sweep. Forward and back motion shall be control vertical sweep.

Joystick switch functions shall include the following operations:

Thumb Switches:

- Water/Foam discharge "ON" and "OFF"
- "FOG/STRAIGHT STREAM" selection
- Auxiliary agent discharge "ON and OFF"

Finger Switches:

- Boom "UP and DOWN" function
- "HIGH/LOW" flow selection

Highly visible indicators shall be provided for High/low flow position and nozzle Auto-Level "ON". These indicators shall be positioned so that the operator while keeping his eyes on the nozzle discharge can see them.

All switch functions shall be programmable to operate as either momentary or latching circuits so as to be compatible with the vehicle electrical system and controls.

The boom mechanism shall be capable of lowering the nozzle to near ground level or elevating the nozzle to 30º above horizontal. Boom "UP" and "DOWN" positioning shall be momentary switches on the joystick control handle.

The boom and nozzle shall be capable of folding up and into a PARK position to provided minimum protrusion from the front of the vehicle and maximum driver visibility. This shall also maintain the 30º angle of approach.

The boom shall move by means of an electric-hydraulic pump and hydraulic cylinder. The lift system shall be self-contained and connect directly to the chassis electrical system. Holding valves shall be installed to prevent boom drift when the hydraulic system is turned off.

DRY CHEMICAL DISCHARGE

When dry chemical agent is specified, discharge shall be through the volume nozzle, designed to encapsulate the dry chemical agent. Supply to the nozzle shall be with a full flow 1.5 inch[38mm] hose attached to a ball bearing swivel joint. A minimum flow rate of 16 lbs. [7.26 kg] per second shall be required throughout the full range of motion.

The volume water/foam nozzle shall be replaced with a combination foam/dry chemical nozzle designed to use the foam solution as a means to propel the dry chemical farther distances than the dry chemical nozzle itself. The combination nozzle shall maintain the specified water/foam flow rates for both the straight stream and dispersed stream settings (**Akro-Chem™** or equal).

Flow Rating

The roof turret for this unit shall have a flow rating of 600/1200 gpm.

Roof Turret

The 1500 gpm (5700 lpm) rated monitor is to be an all-electric, single waterway monitor constructed of lightweight Pyrolite. The monitor shall have a 3" (75 mm), 150lb flanged inlet and 2-1/2" (65 mm) NH outlet. The monitor shall have cast-in turning vanes in each elbow. The monitor shall have fully enclosed motors and gears with manual overrides for both horizontal and vertical rotation and may be operated simultaneously. The monitor is not to exceed 15" (381 mm) high and 11-5/8" (295 mm) wide. The vertical travel shall be from 45° below to 120° above horizontal with adjustable stops at -15°, +45° and +90. The horizontal rotation shall be 355° with physical stops at ±45°, ±90°, ±135° and at ±157°. The monitor shall have absolute position feedback to provide programmable soft stops anywhere within the physical travel range. The control system shall also provide programmable oscillation and obstacle avoidance functions. The electronic control system shall be attached to the inlet base of the monitor and be totally encapsulated to prevent moisture intrusion and use locking IP 67 rated electrical connectors for all motor control outputs and control inputs. The control system shall have one environmentally sealed USB port to facilitate control system updates. The control system shall receive commands from J1939 CAN network control devices to control elevation, rotation, nozzle pattern, and electric valve open/close. The control system shall have a built-in wireless transceiver to facilitate operation from wireless remote control devices.

DRY CHEMICAL /HALOTRON SYSTEMS

Dry Chemical System

The dry chemical system pressure vessel shall hold 500 lbs. It shall hold 500 lbs. of Purple K or 550 lbs. of dry chemical. The vessel shall include a pressure valve, a purge valve and a relief valve.

The pressure vessel shall be mounted to minimize the agent from entering the vehicle while refilling. The fill cap shall be provided with a safety vent to vent the vessel and to indicate if an attempt is made to remove the cap while the vessel is under pressure.

The propellant utilized for the agent shall be provided by an externally pressurized nitrogen system.

The system shall be activated by a switch mounted in the cab or by the switch located next to the hose reel. These switches shall operate an air solenoid that feeds air to the valve. Air pressure on the valve operator shall move the operating lever to allow nitrogen to flow into the regulator mounted on the valve.

The nitrogen shall flow from the regulator through a check valve into the storage tank. The storage tank shall contain all necessary plumbing for discharging and recharging the dry chemical.

The close coupling of the regulator to the cylinder shall minimize pressure drop and limit the length of system plumbing exposed to high pressure. The pressure regulator shall be preset and non-adjustable at 200-250 psi. The system shall incorporate a pressure relief valve preset at 300-350 psi.

The hose from the pressure regulator to the dry chemical tank shall be 3/8" (.375) diameter, large enough to allow the system to obtain operating pressure within ten (10) seconds after actuating the nitrogen valve.

The dry chemical system shall be installed between the L1 and R1 compartments.

Nitrogen Bottle with Gauge

A nitrogen cylinder (400 cu ft) with sufficient capacity to discharge the agent and purge the system shall be provided. A UL listed nitrogen cylinder valve shall be provided with the nitrogen cylinder. The relief pressure valve shall limit the pressure to a maximum of 3360 psi.

Location: in propellant lift winch.

Nitrogen Winch System

An electric winch shall be installed to allow for raising and lowering the nitrogen bottle from ground level to the stowed position in the side compartment.

This lift system shall meet the intent of FAA and NFPA guidelines, whereas the bottle shall be capable of being serviced by one person from ground level.

ELECTRICAL SYSTEMS

Multiplex Electrical System

Electrical System

The apparatus shall incorporate a Weldon V-MUX multiplex 12-volt electrical system. The system shall have the capability of delivering multiple signals via a CAN bus. The electrical system installed by the apparatus manufacturer shall conform to current SAE standards, the latest FMVSS standards, and the requirements of the applicable NFPA 414 and 1901 standards.

The electrical system shall be pre-wired for optional computer modem accessibility to allow service personnel to easily plug in a modem to allow remote diagnostics.

The electrical circuits shall be provided with low voltage over-current protective devices. Such devices shall be accessible and located in required terminal connection locations or weather-resistant enclosures. The over-current protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

Any electrical junction or terminal boxes shall be weather-resistant and located away from water spray conditions.

Multiplex System

For superior system integrity, the networked multiplex system shall meet the following minimum component requirements:

- The network system must be Peer to Peer technology based on RS485 protocol. No one module shall hold the programming for other modules. One or two modules on a network referred to as Peer to Peer, while the rest of the network consists of a one master and several slaves is not considered Peer to Peer for this application
- Modules shall be IP67 rated to handle the extreme operating environment found in the fire service industry

- All modules shall be solid state circuitry utilizing MOS-FET technology and utilize Deutsch series input/output connectors
- Each module that controls a device shall hold its own configuration program
- Each module should be able to function as a standalone module. No "add-on" module will be acceptable to achieve this form of operation
- Load shedding power management (8 levels)
- Switch input capability for chassis functions
- Responsible for lighting device activation
- Self-contained diagnostic indicators
- Wire harness needed to interface electrical devices with multiplex modules
- The grounds from each device should return to main ground trunk in each sub harness by the use of ultrasonic splices

Wiring

All harnessing, wiring and connectors shall be manufactured to the following standards/guidelines. No exceptions.

- NFPA 414-Standard for Aircraft Rescue and Fire-Fighting Vehicles and NFPA 1901-Standard for Automotive Fire Apparatus
- SAE J1127 and J1127
- IPC/WHMA-A-620 – Requirements and Acceptance for Cable and Wire Harness Assemblies. (Class 3 – High Performance Electronic Products)

All wiring shall be copper or copper alloys of a gauge rated to carry 125 of the maximum current for which the circuit is protected. Insulated wire and cable 8 gauge and smaller shall be SXL, GXL, or TXL per SAE J1128. Conductors 6 gauge and larger shall be SXL or SGT per SAE J1127.

All wiring shall be colored coded and imprinted with the circuits function. Minimum height of imprinted characters shall not be less than .082" plus or minus .01". The imprinted characters shall repeat at a distance not greater than 3".

A coil of wire shall be provided behind electrical appliances to allow them to be pulled away from mounting area for inspection and service work.

Wiring Protection

The overall covering of the conductors shall be loom or braid.

Braid style wiring covers shall be constructed using a woven PVC-coated nylon multifilament braiding yarn. The yarn shall have a diameter of no less than .04" and a tensile strength of 22 lbs. The yarn shall have a service temperature rating of -65 F to 194 F. The braid shall consist of

24 strands of yarn with 21 black and 3 yellow. The yellow shall be oriented the same and be next to each other.

Wiring loom shall be flame retardant black nylon. The loom shall have a service temperature of -40 F to 300 F and be secured to the wire bundle with adhesive-backed vinyl tape.

Wiring Connectors

All connectors shall be Deutsch series unless a different series of connector is needed to mate to a supplier's component. The connectors and terminals shall be assembled per the connector/terminal manufacturer's specification. Crimble/Solderless terminals shall be acceptable. Heat shrink style shall be utilized unless used within the confines of the cab.

NFPA Required Testing of Electrical System

The apparatus shall be electrical tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 414 and 1901. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test fail.

2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded by excessive battery discharge, as detected by the system required in NFPA 1901 Standard, or a system voltage of less than 11.7 volts DC for a 12-volt nominal system, for more than 120 seconds, shall be considered a test failure.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts DC for a 12-volt nominal system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA Required Documentation

The following documentation shall be provided on delivery of the apparatus:

A. Documentation of the electrical system performance tests required above.

B. A written load analysis, including:

a. The nameplate rating of the alternator
b. The alternator rating under the conditions
c. Each specified component load
d. Individual intermittent loads

Multiplex Display

The V-MUX multiplex electrical system shall include a Vista IV touch screen color display.

The display shall have the following features:

- Aspect ratio of 16:9 (Wide Screen)
- Diagonal measurement of no less than 7"
- Touch screen design with "virtual" switch capability
- Master warning switch
- Engine high idle switch
- Five (5) tactile switches to access secondary menus
- Eight (8) multi-function programmable tactile switches
- Specific door ajar indication
- Real time clock
- Provides access to the multiplex system diagnostics
- Video capability for optional back-up camera(s) and GPS display

The display shall be located center of dash.

Multiplex Pump Panel Display

The multiplex electrical system shall include a weatherproof UltraView color display.

The display shall have the following features:

- IP67 rated
- Aspect ratio of 16:9 (Wide Screen)
- 7" full color display
- Fourteen (14) tactile buttons located seven (7) each side of display screen
- Real time clock
- Video monitor capability for use with optional camera(s)

The display shall be located driver side pump panel.

LIGHT BARS

Light Bar [Qty: 2]

One (1) Kaper II light bar, 24" in length, LED.

Lenses color: clear.

LED color: red side facing (left and right), red all corners, red rear facing.

Location: each side of cab offset rearward angled 20 degrees.

WARNING LIGHTS

Warning Lights [Qty: 10]

Two (2) Federal Signal Micro Pulse model MPS1200U-RR red LED light heads shall be provided. The rectangular flashing lights shall be surface mounted where specified.

Location: front of bumper, (1) each side of body at mid-point, on side of cab down low forward of the front cab doors, rear of body, each side of rear body.

LED Beacon Light [Qty: 4]

Federal Spire 100 LED beacon. Location rear cab corners, top of engine cover driver's side, top of engine cover officer's side, color shall be Amber, Amber, Red, Red.

SIRENS

Electronic Siren

One (1) Federal Signal Model PA300-200MSC solid state electronic siren with attached noise-canceling microphone shall be installed. The unit shall be capable of driving high-power speakers up to 200 watts to achieve a sound output level that meets Class "A" requirements.

Operating modes shall include Hi-Lo, yelp, wail, P.A., air horn, and radio re-broadcast. It shall include a Tap II feature.

The siren shall be installed within the cab as space permits.

SPEAKERS

Speaker

One (1) Federal model ES100 100-watt speaker shall be installed.

The speaker shall produce a minimum sound output of 120 db(A) at 10 feet to meet current NFPA 1901 requirements.

The speaker shall be located officer side behind bumper.

ARFF RADIO EQUIPMENT

Radio Installation [Qty: 2]

Tri-Co installation of customer supplied radio, console or remote mounted. Customer will be responsible for providing appropriate interface cables to connect radio(s) to intercom system, if applicable.

Wireless Gateway Installation

Tri-Co installation of wireless gateway system.

DOT LIGHTING

License Plate Light

One (1) Truck-Lite model 15905 white LED license plate light mounted in a Truck-Lite model 15730 black license plate housing shall be mounted at the rear of the body.

Marker Light Package

LED clearance/marker lights shall be installed as specified.

Cab:

- Upper Cab - Five (5) amber LED clearance lights on the cab above the windshield
- Lower Cab: One (1) amber LED side turn/marker each side of cab ahead of the front door hinge.

Body:

- Lower Intermediate: Two (2) amber LED – one (1) turn and one (1) marker located on each side of the body.
- Lower Body: One (1) red LED marker on each side of lower rear body.
- Rear Body: Three (3) red LED clearance on rear of body above the integrated climbing ladder assembly.
- Rear Body: Two (2) red LED clearance on rear of body outboard, up high.

Stop/Tail/Turn LED Lights

LED stop/tail, turn and backup lights and weatherproof connectors.

Third Brake Light

A Kaper II model L03-0063 LED red light shall be supplied to function as a third brake light. The light shall be mounted on the rear body below the center DOT lights.

LIGHTS - COMPARTMENT, STEP & GROUND

Ground Lights

The apparatus shall be equipped with a sufficient quantity of lights to properly illuminate the ground areas around the apparatus in accordance with current NFPA requirements. The lights shall be EON LED (Light Emitting Diode) with clear lenses. The wiring connections shall be made with a weather resistant plug-in style connector.

- One (1) light shall be supplied to illuminate the ground below each cab door. Lights in areas under the driver and crew area exits shall be activated automatically when the exit doors are opened.
- One (1) ground light shall be supplied under each side of the pump panel area (if equipped).
- One (1) ground light shall be installed below each side body staircase (if equipped).

- Three (3) ground lights shall be supplied under the rear of the apparatus.

Ground area lights shall be switched from the cab dash with the work light switch.

Step Lights

The apparatus shall be equipped with a sufficient quantity of lights to properly illuminate the steps around the apparatus in accordance with current NFPA requirements. The lights shall be EON LED (Light Emitting Diode) with clear lenses. The wiring connections shall be made with a weather resistant plug-in style connector.

The step lights shall be controlled by the work light switch in cab that is accessible by the driver.

Compartment Light Package

Two (2) Hansen compartment light strips shall be mounted in each body compartment greater than 4 cu. ft. Transverse compartments shall have four (4) lights, located two (2) each side.

Each light bar shall include white LEDs mounted with a tough polycarbonate tube enclosure to protect the LED circuit board. The lights shall produce 120 lumens per foot and be waterproof up to IP66 rating.

Compartment lights shall be wired to a master on/off rocker switch on the cab switch panel.

The wiring connection for the compartment lights shall be made with a weather-resistant plug-in style connector. A single water- and corrosion-resistant switch with a polycarbonate actuator and sealed contacts shall control each compartment light. The switch shall allow the light to illuminate if the compartment door is open.

Pump Compartment Light [Qty: 2]

One (1) Hansen LED compartment light strip shall be mounted in the specified compartments with a length of 18, 25,30, or 37 inches depending on compartment configuration.

Each light bar shall include white LEDs mounted with a tough polycarbonate tube enclosure to protect the LED circuit board. The lights shall produce 120 lumens per foot and be waterproof up to IP66 rating.

The light shall be wired to the compartment light rocker switch in the cab.

Location: officer side pump module compartment, driver's side upper pump module compartment.

LIGHTS - DECK AND SCENE

LED Deck Lights

Two (2) Rigid-Dually D2 LED floodlights model 50151 shall be installed as location specified. Each light shall provide 2,600 lumens of light and 50,000 hours of lamp life.

Location: driver and officer side front cab brow.

Scene Lights [Qty: 2]

Two (2) TecNiq model K60-SW00-1 surface mounted K60 series high output LED surface mounted scene lights shall be provided.

Each shall have 8 LED diodes with internal light deflecting optics. The internal light deflecting optics shall redirect the light from 0° to 90° and +/- 45° along vehicle.

Requires two (2) model K60-1C00-1 chrome trim and gasket kits.

Each 12-volt light measures 7.9"x 5"x 1.3" and draws 1.1 amps.

Lights shall be located (1) each side of cab centered above roll-up door, each side rear center body/rear body up high and switched in cab (side facing lights switched separately).

Deck Light [Qty: 2]

A pair of LED TecNiq model P04-WBFP-1 shall be installed at the on rear body facing forward to illuminate top deck, engine cover / rear body facing rearward to provide lighting per current NFPA standards. The light shall be switched with the work light switch in the cab.

LIGHTS - NON-WARNING

Spot Light [Qty: 4]

One (1) Rigid-Dually D2 LED spotlight model 50131 shall mounted on the roof turret for night operation. Each light shall provide 2,600 lumens of light and 50,000 hours of lamp life. The light shall be switched from the cab. The light will follow turret nozzle (where possible) in both elevation and azimuth. Location: on bumper turret, on roof turret.

Engine Compartment Lights

Six (6) LED engine compartment lights shall be provided. The lights shall be located three (3) each side of the engine access compartment door. The lights shall be TecNiq EON with polished

stainless steel housings. The work light switch in the cab shall activate the lights when the park brake is set.

CONTROLS / SWITCHES

Master Pre-connect Switch

Provide Master Pre-connect Activation Switch on cab dash with easy access to Driver. Rocker style switch(s). To include required labeling and programming.

Note: For Operator safety requires Pump-in-gear and Pre-connect Master power switch on before Pre-connect "Deadman switch(s)" can be actuated for auto pressurization.

Door Ajar Alarm

An audible alarm shall be mounted in the cab interior and wired into the door ajar or indicator.

Foot Switch

A heavy-duty metal floor mounted foot switch shall be installed to operate the air horns. It shall be located driver's side, officer's side.

Foot Switch

A heavy-duty metal floor mounted foot switch shall be installed to operate the electronic siren. It shall be located driver's side, officer's side.

CAMERAS / INTERCOM

Intercom 4 Cab

A FireCom intercom package shall be installed within the cab interior. One (1) model 5200D dual radio digital intercom with touch pad adjustable volume with advanced digital noise reduction circuitry. The intercom uses a durable membrane switch plate to control volume and change radios.
This intercom provides hearing loss protection that can occur from exposure to high noise levels.

The system contains:

- One (1) FireCom model 5200D dual radio monitor shall be provided in the cab (two (2) year limited warranty).

- Four (4) FireCom model HM-10 plug in modules shall be provided at each seated position.
- Four (4) NFPA compliant headset hooks, FireCom part number 108-0678-00 shall be provided at each seated position.

Headsets shall be ordered separately and are not included as part of the Intercom package.

TIC, 12 Monitor and Back-up Camera Package

An Orlaco thermal imaging camera, a 12" Monitor, a back-up camera, and a two (2) camera switch box package.

The Orlaco Thermal Imaging Camera shall have a minimum **640 x 480** resolution and packaged in a weather resistant housing with shock and vibration resistance. The camera system shall have a minimum field of view of **24 degrees by 18 degrees**. It has an operating temperature range of -40 to 176 degrees F (-40 to 80 degrees C). It is operated by a joystick controller (Model 0506500) with a membrane switch interface panel that is located within easy reach of driver and officer. The interface panel functions (Model 0502620) include: power, dim, home, zoom, scene, B/W. The joystick includes a 1-meter cable (Model 1220900) to interface with the control box. The camera shall be securely mounted to the front exterior of the cab to provide clear vision and optimal operation of the pan, tilt and zoom functions. The camera shall include pan and tilt capability (Model 0507091), a 4-meter cable (Model 1210250), a control box (Model 0503500) and a cable with metallic waterproof threaded O-ring seal connectors to ensure positive connection between video cable and camera to prevent unplugging due to vibration resulting in video loss to vehicle operator.

A 12" high resolution flat screen monitor (Model 0207910) with a minimum **640 x 480** resolution shall be installed in the cab within clear view of the driver. The monitor`s mounted position within the cab shall be on the center console area, visible at night and in bright sunlight to the driver.

An FAMOS Back-Up Camera (Model 0171230) with 21-meter UNI cable (Model 0301940) shall be mounted up high at the rear of the vehicle to provide a wide-angle rear view. The backup camera shall be activated when the when shift lever has been put in reverse (unless otherwise specified).

A two (2) camera video switch box (Model 0404060) shall accompany this package. This video control box allows the monitor to display the video of choice from either of the two cameras.

The system shall also include (1) (Model 8662) - MASCOT DC/DC converter - switch mode with electrical separation – unregulated, to power the 24-volt components of the system.

This FLIR system meets or exceeds the requirements as outlined in NFPA 414.

MISC ELECTRICAL

Alternating Headlights

The chassis high beam headlights shall alternately flash and shall be controlled by a switch inside the cab.

12 Volt DC Power Distribution Module

A Blue Sea model 5032 12 place, split bus fuse block with ground, 12-volt DC power distribution module shall be provided. The module shall provide two isolated groups of six circuits and shall be wired through switched hot and battery hot, and include a battery ground.

Location: L2 high on forward wall.

GENERATOR

Generator 10KW Hydraulic

A Harrison 10,000-watt, model MCR hydraulic generator shall be provided.

The generator shall be installed body mounted generator position.

The Harrison 10KW hydraulic generator package shall include:

- Generator
- Hydraulic reservoir
- Hydraulic motor
- Heat exchanger
- Bypass solenoid to remotely turn the generator on/off with a 12vDC signal
- Gauge panel, voltage display, hour meter, frequency, amperage, and oil temp
- Self-sealing air intake with a dedicated intake duct for the alternator)
- Axial piston hydraulic pump

The generator and necessary hydraulic components shall be mounted in a rugged steel case.

Accessibility is gained through the top of the steel case/enclosure, where the oil filter element is located. The hydraulic motor is a bent axis piston motor. The generator package is modular to allow various mounting locations. The generator and all its components shall be permanently mounted in place.

The overall Harrison package is approximately 38" L x 14.2" W x 18.1" H.

The axial piston hydraulic pump shall be a chassis driven power take off (PTO).

A generator control switch shall be mounted on the cab instrument panel to start the generator.

Ratings and Capacity

- Ratings: 10,000 watts continuous
- Voltage: 120/240 VAC, single phase, 4 wire
- Frequency: 60 Hz
- Current: 84/42 Amps at 120/240 volts
- Weight: Approximately 266 pounds

Testing:

The generator shall be tested in accordance with current NFPA 1901 standards.

Notes:

- All ratings and capacities shall be derived utilizing current NFPA 1901 test parameters.
- Extreme ambient temperatures could affect generator performance.

BREAKER BOXES

Breaker Box

A sixteen (16) place breaker box with up to sixteen (16) appropriately sized ground-fault interrupter circuit breakers shall be supplied. The breaker box will include a master breaker sized according to the generator output. The breaker box will be located in the specified compartment, not to exceed 12` run of wire.

Location: R2 up high rearward side wall.

LIGHTS - AREA

Pioneer Flood Light [Qty: 2]

Whelen Pioneer Plus, model KR-PFP1-I LED light fixture(s) shall be supplied. The rectangular extruded light fixture with die cast end caps shall measure 8-3/16" wide by 4-5/8" high by 3" deep and have a black powder coat finish. The light fixture shall have a single panel (2) clusters of LED lamps with molded vacuum metalized reflector that draws .625 amps at 120 VAC and produces 5,500 usable lumens. The lights shall be mounted with an locking swivel joint to allow

the lights to be manually tilted up/down and locked in position by the operator. Handle standard.

The light shall be mounted on a Whelen 3100 series through the body top adjustment pull-up pole. The wiring shall be routed from the light head. A length of 16/3 wire is supplied and secured with a strain relief.

A hand tightened locking knob shall be provided to allow for easy adjustment of the pole height.

Location: each side rear center body/rear body up high.

RECEPTACLES

Receptacle [Qty: 2]

A 15 amp, 110V duplex receptacle with one (1) 3-prong NEMA 5-15 and one (1) twist lock NEMA L5-15 and a weatherproof cover plate shall be installed as specified by the department.

Location: below R1 offset rearward, below L1 offset rearward.

ELECTRIC CORD REELS

Electric Cord Reel

Hannay electric cord reel(s) (ECR 1616-17-18) shall be installed and located L1.

The reel(s) shall include 200` of black 10-gauge 3 conductor type SOWA cord. The cord shall be rated at 20 amps @ 110 volts. The end of the cord shall be terminated for the installation of a department required connector.

Cord Connector

A Daniel Woodhead 20-amp, 110-volt (NEMA L5-20) twist lock female cord connector model #27W47 shall be installed as specified.

Location: L1.

Cord Connector

A mating connector for the junction box shall be installed as specified. Requires a separately added connector on the cord reel and a separately added junction box.

Electrical Junction Box

A Circle-D model PF51G four outlet electrical junction box shall be provided and shall have an integral pilot light to indicate electrical current.

The unit shall be equipped with two (2) 120-volt 20-amp NEMA L5-20R twist-lock receptacles and two (2) 120-volt 15-amp NEMA 5-15R straight blade receptacles, each with a hinged weatherproof cover.

Located on cord for reel in or on L1.

Cord Reel Rewind Switch

A heavy-duty rubber covered electric reel rewind button shall be installed on the roller assembly bracket.

Location: L1

ADAPTERS

Adapter 5 Storz x 5 FNST

This unit shall be supplied with one (1) 5" FNST x 5" Storz adapter with cap.

HOSE / NOZZLES

Assault Pistol Grip Nozzle

A 1-1/2" pistol grip Akron Assault combination fog and straight stream booster nozzle constructed of lightweight pyrolite with dual handle stops shall be supplied.

Double Jacket Hose [Qty: 4]

A 50` length of 1.75" hose with 1.5" NST couplings shall be supplied.

NFPA Standard: The hose must meet all the requirements of NFPA 1961, Standard on Fire Hose (latest edition).

Nozzle

This unit shall be supplied with a Williams Fire & Hazard Control dual agent hand line Hydro-Chem nozzle, 60 GPM @100 PSI K Factor of 6, 5PPS Dry Chemical, Pistol Grip. 1" NST Inlets, meets applicable NFPA 414, NFPA 412, FAA AC#150-5220-10A Standards.

Booster Hose

A sheathed twin 100` section of 1" dual agent booster hose complete with couplings shall be provided. The hose shall be capable of discharging both foam solution and dry chemical agent simultaneously.

MISC LOOSE EQUIPMENT

Spare Tire

The tires shall be 24R21 radial mud and snow tread mounted on a 21" (533 mm) x 18" (457 mm) steel disc wheels.

Funnel Dry Chemical Fill CFR

This unit shall be supplied with one (1) funnel for filling dry chemical vessel.

Purple K Dry Chemical [Qty: 10]

A 50 lb. pail of Purple K dry chemical shall be supplied.

Nitrogen Bottle Shipped Loose

A 400-cu. ft. nitrogen cylinder with sufficient capacity to discharge the agent and purge the system shall be provided.

A UL listed nitrogen cylinder valve shall be provided with the nitrogen cylinder. The relief pressure valve shall limit pressure to a maximum of 3360 psi.

Headset [Qty: 2]

A Setcom radio transmit headset shall complement the intercom system selected.
One (1) model CSB-900 "under the helmet" headset.

The intercom shall be ordered separately and is not included as part of the headset(s).

Controls include:

- Push to talk over radio.
- Always live intercom when button is not engaged.
- Adjustable boom.
- Volume control
- 15` coiled cord.

Headset [Qty: 2]

A Setcom intercom only headset shall complement the intercom system selected.
One (1) model CSB-901 "under the helmet" headset.

The intercom shall be ordered separately and is not included as part of the headset(s).

Controls include:

- Push to talk intercom.
- Adjustable boom.
- Volume control
- 15` coiled cord.

EXTERIOR PAINT

Durabak Package.

One or more components installed on this unit shall have Durabak coating. When used on walking surfaces, slip resistance shall meet or exceed NFPA 1901 test requirements.

Color shall be Black unless otherwise specified.

Undercoating

Undercoating shall consist of a heavy coating of CRC SP400 soft seal film sprayed on the undercarriage of the entire vehicle to repel water and road elements.

Paint Custom Cab

The apparatus cab shall be painted Sikkens standard color as specified. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The aluminum cab exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces. Cab doors and any hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on cab, door jambs and door edges.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where aluminum is penetrated after painting, for the purpose of mounting steps, handrails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, handrails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20-degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

Paint Cab Two-Tone Color

The upper section of the cab shall be painted Sikkens standard (non-metallic) color as specified.

The paint process of the secondary cab color shall be the same as the primary color.

Paint Body Small

The apparatus body shall be painted Sikkens standard (non-metallic) color as specified. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The aluminum body exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces of the body. Any vertically or horizontally hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on body, door jambs and door edges.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where aluminum is penetrated after painting, for the purpose of mounting steps, handrails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, handrails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20-degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

Paint Body Two Tone Color

The two-tone body shall be Akzo-Nobel lead-free, chromate-free high solid LV acrylic urethane paint color applied to the body. The paint break line shall be as specified by the customer.

Painted Water Tank

The vertical exterior surfaces of the tank that shall be visible when the water tank is mounted shall be painted Sikkens standard color as specified. The paint process shall meet or exceed current State regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The water tank exterior shall have no mounted components mounted during the painting process to assure full coverage of exterior surfaces of the tank.

Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where a mounting surface on the tank is penetrated, after painting, for the purpose of mounting steps, handrails, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20 degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

INTERIOR PAINT

Zolatone [Qty: 8]

Interior compartment walls and ceiling shall have a Zolatone finish.

Zolatone is a durable coating that resists wear from abrasion, scratching, and chipping in normal everyday use.

LETTERING

Scotchlite Letter [Qty: 60]

Scotchlite letters up to 12" tall shall be applied.

The exact size, color and location of the letters shall be as specified by the customer.

Scotchlite Letter [Qty: 3]

Scotchlite letters taller than 12" shall be applied.

The exact size, color and location of the letters shall be as specified by the customer.

STRIPING

Cab and Body Stripe

A single straight Scotchlite stripe, up to 10 inches in width shall be installed on the cab and body.

The stripe shall be NFPA compliant and the size, color and location shall be as specified by the customer.

Chevron Striping Rear of Body / Engine Cover

Chevron "A" style 6" diamond grade striping shall be provided on the rear of the body/engine cover of the apparatus. The stripes shall consist of 6" equivalent or equal to 3M part number 983-17 (red) and 6" equivalent or equal to 3M part number 983-23 (yellow/green) alternating stripes in an "A" pattern.

Colors to be Red/Fluorescent Yellow Green.

Chevron Striping Front Approach Panel

Chevron "A" style 6" diamond grade striping shall be provided on the front approach panel of the apparatus. The stripes shall consist of 6" equivalent or equal to 3M part number 983-17 (red) and 6" equivalent or equal to 3M part number 983-23 (yellow/green) alternating stripes in an "A" pattern.

Colors to be Red/Fluorescent Yellow Green.

GRAPHICS

Logo [Qty: 2]

Customer logo supplied to E-ONE`s Graphics department in a digital format to assist with design. Logo to be installed reference graphics layout drawing.

Graphics Drawing

A graphics drawing shall be provided for the apparatus. The drawing shall include striping, lettering and logos meeting NFPA guidelines. The drawing shall be presented for review and approval by the end user prior to application of the graphics.

SUPPORT, DELIVERY, INSPECTIONS AND MANUALS

Approval Drawings

A general arrangement drawing depicting the vehicles appearance shall be provided. The drawing shall consist of left side, right side, front, and rear elevation views.

Vehicles requiring pump controls shall include a general arrangement view of the pump operator`s position, scaled the same as the elevation views.

Electronic Manuals

Two (2) copies of all operator, service, and parts manuals MUST be supplied at the time of delivery in digital format -NO EXCEPTIONS! The electronic manuals shall include the following information:

- Operating Instructions, descriptions, specifications, and ratings of the cab, chassis, body, aerial (if applicable), installed components, and auxiliary systems.
- Warnings and cautions pertaining to the operation and maintenance of the fire apparatus and firefighting systems.
- Charts, tables, checklists, and illustrations relating to lubrication, cleaning, troubleshooting, diagnostics, and inspections.
- Instructions regarding the frequency and procedure for recommended maintenance.
- Maintenance instructions for the repair and replacement of installed components.
- Parts listing with descriptions and illustrations for identification.
- Warranty descriptions and coverage.

The electronic document shall incorporate a navigation page with electronic links to the operator`s manual, service manual, parts manual, and warranty information, as well as instructions on how to use the manual. Each copy shall include a table of contents with links to the specified documents or illustrations.

The electronic document must be formatted in such a manner as to allow not only the printing of the entire manual, but to also the cutting, pasting, or copying of individual documents to other electronic media, such as electronic mail, memos, and the like.

A find feature shall be included to allow for searches by text or by part number.

These electronic manuals shall be accessible from any computer operating system capable of supporting portable document format (PDF). Permanent copies of all pertinent data shall be kept file at both the local dealership and at the manufacturer`s location.

NOTE: Engine overhaul, engine parts, transmission overhaul, and transmission parts manuals are not included.

Fire Apparatus Safety Guide

Fire Apparatus Safety Guide published by FAMA, latest edition. This safety manual is intended to point out some of the basic safety situations that may be encountered during the normal operation and maintenance of a fire apparatus and to suggest possible ways of dealing with these situations. This manual is NOT a substitute for the E-ONE`s fire apparatus operator and maintenance manuals or commercial chassis manufacturer`s operator and maintenance manuals.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2022

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	CONTACT NAME:	
1-414-443-0000 Hays Companies 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GREAT AMER E&S INS CO	37532
INSURED E-One, Inc. 1601 SW 37th Ave. Ocala, FL 34474	INSURER B : TRAVELERS PROP CAS CO OF AMER	25674
	INSURER C : AXIS SURPLUS INS CO	26620
	INSURER D : Mercer Insurance Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 65133017 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PL 3403401-01	07/01/21	07/01/22	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			TC2J-CAP-9P529106-TIL-21	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			P-001-000123735-03	07/01/21	07/01/22	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB5P8079802151R AZ,MA,WI	07/01/21	07/01/22	X PER STATUTE OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A		UB6P6778892151K AOS	07/01/21	07/01/22	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Excess Liability 2			20000000174	07/01/21	07/01/22	Limit	2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe, NM 87504-0909

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

E-ONE, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

1601 SW 37TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code

OCALA FL 34474

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	5	1	5	2	8	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 1/6/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

OCALA

BUSINESS TAX CERTIFICATE

FOR

E-One, Inc

BUSINESS LICENSE NUMBER:	**LIC-1000958**
AUTHORIZED BUSINESS LOCATION:	**3895 SW 13th St**
TYPE OF BUSINESS:	**Manufacturing**
SUBTYPE:	**MANUFACTURING**

EXPIRES: 9/30/2022

THIS PERMIT IS ISSUED FOR THE PERIOD AS STATED ABOVE AND MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES.

Manufacturing Based on SQFT Formula Based on SQFT	$250.00

ISSUED BY:
City of Ocala
Growth Management Department
201 SE 3RD Street (2nd floor)
Ocala, Florida 34471
352-629-8421

LICENSE ISSUED TO:
E-ONE, INC
1601 SW 37TH AVE
ATTN: AP107000
OCALA Florida 34474
United States

Pursuant to Section 62-75, Issuance of a Business Tax Certificate and Occupational License does not imply compliance with Chapter 122, Zoning

NOTICE:
IF YOU ARE NO LONGER IN BUSINESS, OR GO OUT OF BUSINESS, YOU ARE REQUIRED TO NOTIFY THE "ONE STOP PERMIT CENTER" AT 629-8421 TO CLOSE THIS CERTIFICATE OR PENALTIES COULD APPLY.

OCALA

BUSINESS TAX CERTIFICATE

FOR

E-One, Inc

BUSINESS LICENSE NUMBER:	**A53036**
AUTHORIZED BUSINESS LOCATION:	**4161 SW 13TH ST**
TYPE OF BUSINESS:	**Manufacturing**
SUBTYPE:	**MANUFACTURING**

EXPIRES: 9/30/2022

THIS PERMIT IS ISSUED FOR THE PERIOD AS STATED ABOVE AND MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES.

Manufacturing Based on SQFT Formula Based on SQFT	$250.00

ISSUED BY:
City of Ocala
Growth Management Department
201 SE 3RD Street (2nd floor)
Ocala, Florida 34471
352-629-8421

LICENSE ISSUED TO:
E-ONE, INC
1601 SW 37TH AVE
ATTN: AP107000
OCALA Florida 34474
United States

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OCALA

BUSINESS TAX CERTIFICATE

FOR

E-One, Inc

BUSINESS LICENSE NUMBER:	**A18801**
AUTHORIZED BUSINESS LOCATION:	**2929 SW 57 AV**
TYPE OF BUSINESS:	**Manufacturing**
SUBTYPE:	**MANUFACTURING**

EXPIRES: 9/30/2022

THIS PERMIT IS ISSUED FOR THE PERIOD AS STATED ABOVE AND MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES.

Manufacturing Based on SQFT Formula Based on SQFT	$250.00

ISSUED BY:
City of Ocala
Growth Management Department
201 SE 3RD Street (2nd floor)
Ocala, Florida 34471
352-629-8421

LICENSE ISSUED TO:
E-ONE, INC
1601 SW 37TH AVE
ATTN: AP107000
OCALA Florida 34474
United States

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OCALA

BUSINESS TAX CERTIFICATE

FOR

E-ONE, INC.

BUSINESS LICENSE NUMBER:	**A01140**
AUTHORIZED BUSINESS LOCATION:	**1701 SW 37TH AVE**
TYPE OF BUSINESS:	**Manufacturing**
SUBTYPE:	**MANUFACTURING**

EXPIRES: 9/30/2022

THIS PERMIT IS ISSUED FOR THE PERIOD AS STATED ABOVE AND MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES.

Manufacturing Based on SQFT Formula Based on SQFT	$250.00

ISSUED BY:
City of Ocala
Growth Management Department
201 SE 3RD Street (2nd floor)
Ocala, Florida 34471
352-629-8421

LICENSE ISSUED TO:
E-ONE, INC.
1601 SW 37TH AVE
ATTN: AP107000
OCALA Florida 34474
United States

Pursuant to Section 62-75, Issuance of a Business Tax Certificate and Occupational License does not imply compliance with Chapter 122, Zoning

NOTICE:
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BUSINESS TAX CERTIFICATE

FOR

E-ONE, INC | A52197

BUSINESS LICENSE NUMBER:	**A52197**
AUTHORIZED BUSINESS LOCATION:	**1703 SW 42ND AVE**
TYPE OF BUSINESS:	**Manufacturing**
SUBTYPE:	**MANUFACTURING**

EXPIRES: 9/30/2022

THIS PERMIT IS ISSUED FOR THE PERIOD AS STATED ABOVE AND MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES.

Manufacturing Based on SQFT Formula Based on SQFT	$250.00

ISSUED BY:
City of Ocala
Growth Management Department
201 SE 3RD Street (2nd floor)
Ocala, Florida 34471
352-629-8421

LICENSE ISSUED TO:
E-ONE, INC
1601 SW 37TH AVE
OCALA Florida 34474
United States

Pursuant to Section 62-75, Issuance of a Business Tax Certificate and Occupational License does not imply compliance with Chapter 122, Zoning

NOTICE:
IF YOU ARE NO LONGER IN BUSINESS, OR GO OUT OF BUSINESS, YOU ARE REQUIRED TO NOTIFY THE "ONE STOP PERMIT CENTER" AT 629-8421 TO CLOSE THIS CERTIFICATE OR PENALTIES COULD APPLY.

Signature: Brian J Moya
Brian J Moya (Apr 29, 2022 17:16 MDT)

Email: bjmoya@santafenm.gov

Signature: Andy Hopkins
Andy Hopkins (May 2, 2022 09:51 MDT)

Email: ajhopkins@santafenm.gov

Signature: Alexis Lotero
Alexis Lotero (May 2, 2022 10:22 MDT)

Email: aclotero@santafenm.gov

Signature: John Blair
John Blair (May 2, 2022 10:35 MDT)

Email: jwblair@santafenm.gov

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: April 21, 2022

TO: Finance Committee

VIA: Mary T. McCoy MM
Finance Director MM

FROM: Andy Hopkins AH
Budget Officer AH

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending March 31, 2022 (Third Quarter)

BACKGROUND AND SUMMARY:

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

A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance

and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

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

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

D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $28,892,218 and a net increase to the overall revenue budget of $22,901,446. The resulting net expenditure increase of $5,990,772 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

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

ACTION RECOMMENDED:

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

ATTACHMENTS:

Resolution
Budget Amendments
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING THE CITY'S REQUEST FOR STATE AUTHORIAZATION FOR THE IMPLEMENTATION OF THIRD QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2021/2022.

WHEREAS, a Third Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to address significant priorities through adoption of net budget amendments that have been previously approved by the Governing Body, City Manager or Finance Director, Buckman Direct Diversion (BDD), or SF Solid Waste Management Agency (SFSWMA).

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

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

PASSED, APPROVED, and ADOPTED the ___ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2022/Resolutions/Third Quarter Budget Amendments

FIR No. 10404

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

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

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 4/21/2022 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Apr 22, 2022

Reviewed by Finance Director: _____ Date: Apr 22, 2022

Summary:
The purpose of the Resolution is to approve the City's request to the State to make 3rd Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:
Various.

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

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

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

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

X Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

† *See Attachments – Resolution Detail by Fund*

CITY OF SANTA FE

3RD QUARTER FY 2021/22

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SUB-SECTION [A]

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

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

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund citywide Streets pavement rehabilitation projects and traffic signal cabinet replacements *[CC apvd. 3/9/22, #9-v]*	$ 1,050,000	$ 1,050,000	$ -
216	Gross Receipts Tax Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund various citywide Facilities CIP projects *[CC apvd. 3/9/22, #9-p]*	600,000	600,000	-
231	City Drainage Fund	Appropriation of NM Environment Dept. grant for the Santa Fe River Bank Stabilization Project *[CC apvd. 1/26/22, #9-o]*	1,561,110	1,561,110	-
232	Impact Fees Fund	Allocation of Roads Impact Fees to the SWAN Park Connector Road CIP project *[CC apvd. 3/9/22, #9-g]*	1,000,000	-	(1,000,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees for reconstruction of tennis courts at Larragoite Park, Atalaya Park and Herb Martinez Park *[CC apvd. 3/30/22, #9-o]*	800,000	-	(800,000)
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Camino Entrada Roundabout CIP project *[CC apvd. 3/30/22, #9-i]*	224,892	-	(224,892)
320	CIP Facilities	Appropriation from FY22 GRT earned in excess of budgeted estimates and available position vacancy savings to fund various citywide Facilities CIP projects *[CC apvd. 3/9/22, #9-p]*	1,440,000	1,440,000	-
320	CIP Facilities	Appropriation of NM DFA Severance Tax Bond grant to support the Citywide Diaper Changing Stations CIP project *[CC apvd. 3/9/22, #9-e]*	100,000	100,000	-
330	CIP Streets & Roadways	Appropriation from FY22 GRT earned in excess of budgeted estimates and available position vacancy savings to fund citywide Streets pavement rehabilitation projects and traffic signal cabinet replacements *[CC apvd. 3/9/22, #9-v]*	1,500,000	1,500,000	-
330	CIP Streets & Roadways	Reallocation from savings in the Public Works Administration Division's General Fund budget for the Bishop's Lodge Reconstruction CIP project *[CC apvd. 2/23/22, #9-j]*	160,478	160,478	-
345	CIP Community Development	Appropriation of NM DFA Severance Tax Bond grant to support the Electric Vehicles project *[CC apvd. 2/23/22, #9-h]*	750,000	750,000	-
355	CIP Parks and Trails	Allocation of Roads Impact Fees to the SWAN Park Connector Road CIP project *[CC apvd. 3/9/22, #9-g]*	1,000,000	1,000,000	-
355	CIP Parks and Trails	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund various citywide Parks CIP projects *[CC apvd. 3/9/22, #9-t]*	930,000	930,000	-
355	CIP Parks and Trails	Allocation of Parks Impact Fees for reconstruction of tennis courts at Larragoite Park, Atalaya Park and Herb Martinez Park *[CC apvd. 3/30/22, #9-o]*	800,000	800,000	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund various citywide Parks CIP projects *[CC apvd. 3/9/22, #9-t]*	930,000	930,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates and available position vacancy savings to fund various citywide Facilities CIP projects *[CC apvd. 3/9/22, #9-p]*	440,000	440,000	-
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund the Rail Corridor Safety Improvements and Railyard Platform #4 Design CIP projects *[CC apvd. 3/9/22, #9-s]*	350,000	350,000	-
500	Waste Water Management	Appropriation for Wastewater Digester CIP project engineering/construction services *[CC apvd. 1/26/22, #9-j]*	135,547	-	(135,547)
505	Water Management	Appropriation from available balance for master water meter vaults to properly account for water sales to Santa Fe County *[CC apvd. 1/26/22, #9-f]*	1,040,000	-	(1,040,000)
505	Water Management	Appropriation from available balance for Water CIP project engineering services *[CC apvd. 1/26/22, #9-g]*	474,519	-	(474,519)
505	Water Management	Appropriation for on-call grounds maintenance and vegetation management *[CC apvd. 3/9/22, #9-i]*	65,063	-	(65,063)
365	½% GRT Income Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund the Rail Corridor Safety Improvements and Railyard Platform #4 Design CIP projects *[CC apvd. 3/9/22, #9-s]*	350,000	350,000	-
530	Municipal Recreation Complex	Appropriation of Santa Fe County grant for the MRC Soccer Valley Improvements project *[CC apvd. 1/12/22, #10-e]*	500,000	500,000	-
540	Transit Bus System	Allocation of Roads Impact Fees to the Camino Entrada Roundabout CIP project *[CC apvd. 3/30/22, #9-i]*	224,892	224,892	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 16,426,501***	***$ 12,686,480***	***$ (3,740,021)***
Other Council-Approved Budget Amendments:					
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates and available vacancy savings to purchase Police vehicles and associated equipment *[CC apvd. 3/9/22, #9-q]*	$ 1,643,099	$ 1,643,099	$ -
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to replace a paint truck and signage/roadway markings in the Traffic Engineering Section *[CC apvd. 3/9/22, #9-u]*	1,500,000	1,500,000	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund contracted eviction prevention services *[CC apvd. 3/9/22, #9-n]*	850,705	850,705	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates for contracted assistance to support on-time completion of the City's FY21-FY22 audits *[CC apvd. 3/9/22, #9-z]*	582,000	582,000	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund the feasibility study and architectural plans for the El Lucero Crossing LEDA manufacturing expansion project in Economic Development *[CC apvd. 3/9/22, #9-w]*	210,711	210,711	-
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund new sod for the Plaza and a mower for medians *[CC apvd. 3/9/22, #9-t]*	110,000	110,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
212	Economic Development	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund the feasibility study and architectural plans for the El Lucero Crossing LEDA manufacturing expansion project in Economic Development *[CC apvd. 3/9/22, #9-w]*	250,000	250,000	-
213	Lodgers' Tax Fund	Appropriation from FY22 Lodgers' Tax earned in excess of budgeted estimates to support additional tourism-related advertising *[CC apvd. 3/9/22, #9-l]*	300,000	300,000	-
213	Lodgers' Tax Fund	Appropriation from FY22 Lodgers' Tax earned in excess of budgeted estimates to support various Arts & Culture programs and initiatives *[CC apvd. 3/9/22, #9-r]*	300,000	300,000	-
223	Law Enforcement	Appropriation from FY22 GRT earned in excess of budgeted estimates and available vacancy savings to purchase Police vehicles and associated equipment *[CC apvd. 3/9/22, #9-q]*	2,979,997	2,979,997	-
240	Community Development	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund contracted eviction prevention services *[CC apvd. 3/9/22, #9-n]*	1,000,000	1,000,000	-
251	Library Fund	Appropriation of NM State GO Bond funding for Library materials and equipment *[CC apvd. 1/12/22, #10-c]*	171,277	171,277	-
252	Arts & Culture Grants	Appropriation from FY22 Lodgers' Tax earned in excess of budgeted estimates to support various Arts & Culture programs and initiatives *[CC apvd. 3/9/22, #9-r]*	15,000	15,000	-
500	Waste Water Management	Appropriations from available balance for purchase of Wastewater composting equipment *[CC apvd. 1/26/22, #9-e & 2/23/22 #9-i]*	1,005,257	-	(1,005,257)
505	Water Management	Appropriation of funding from available balance for Water Conservation programs and initiatives *[CC apvd. 3/9/22, #9-x]*	105,000	-	(105,000)
510	Environmental Services	Appropriations from available balance for increased landfill tip fees, tires and equipment *[CC apvd. 3/9/22, #9-h]*	763,560	-	(763,560)
510	Environmental Services	Appropriation from available balance to cover cost increases for refuse collection vehicle purchases *[CC apvd. 1/12/22, #10-a]*	131,790	-	(131,790)
511	Utilities Administration	Appropriations from available balance for utility billing electronic payment services *[CC apvd. 1/26/22, #9-i]*	84,000	-	(84,000)
520	Santa Fe Convention Center	Appropriation from FY22 Lodgers' Tax earned in excess of budgeted estimates to support various Arts & Culture programs and initiatives *[CC apvd. 3/9/22, #9-r]*	50,000	50,000	-
Subtotal - Other Council-Approved Budget Amendments			***$ 12,052,396***	***$ 9,962,789***	***$ (2,089,607)***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 28,478,897***	***$ 22,649,269***	***$ (5,829,628)***

CITY OF SANTA FE

3RD QUARTER FY 2021/22

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SUB-SECTION [B]

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

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

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from FY22 GRT earned in excess of budgeted estimates to fund Municipal Court Staff Attorney salary increase and legal research system	$ 50,000	$ 50,000	$ -
100	General Fund	Adjustment of ITT internal service charges to Public Works for Midtown Campus computer hardware purchases	5,200	5,200	-
213	Lodgers' Tax Fund	Reimbursement from Economic Development for a portion of costs incurred by the Arts & Culture Division for the Americans for the Arts Prosperity Study	8,100	8,100	-
240	Community Development	Adjustments to NM Dept. of Tourism Santa Fe Beautiful Grant based on final award	(34,983)	(7,427)	27,556
241	Senior Citizen Grants/Programs	Appropriation of US Treasury ARPA grant to support the Senior Nutrition Program	60,000	60,000	-
251	Library Fund	Appropriation of NM State Library Grant-in-Aid for purchase of Library materials	19,426	19,426	-
500	Waste Water Management	Appropriation for on-call engineering services for Wastewater	60,000	-	(60,000)
500	Waste Water Management	Appropriation for wastewater laboratory analysis costs per NPDES permit requirements	33,000	-	(33,000)
505	Water Management	Appropriation of salary/benefits increase for a Water Automation and Security Administrator position to bring the position's salary into line with industry standards	5,875	-	(5,875)
511	Utilities Administration	Appropriation in Utility Customer Service to cover computer hardware purchases necessary for billing system upgrade	10,000	-	(10,000)
515	Railyard Properties	Reallocation of Engineering Division salary savings from the 1/2% GRT Income Fund for Railyard special events	36,000	36,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for computer hardware and mobile phone purchases/communications charges	30,000	30,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for computer hardware purchases	20,383	20,383	-
620	Services to Other Departments	Adjustment of ITT internal service charges to the Community Services Administration Division for computer hardware/mobile phone purchases and communications charges	6,420	6,420	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for computer hardware purchases	5,580	5,580	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for Midtown Campus computer hardware purchases	5,200	5,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Visit Santa Fe (CVB) for purchase of laptops	5,000	5,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Fire for mobile phone purchases/communications charges	4,000	4,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Youth & Family Division for mobile phone purchase/communications charges	2,200	2,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Civic Convention Center for laptop purchase	1,395	1,395	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase	700	700	-
TOTAL - Budget Amendments Not Previously Approved by City Council			***$ 333,496***	***$ 252,177***	***$ (81,319)***

CITY OF SANTA FE

3RD QUARTER FY 2021/22

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SUB-SECTION [C]

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

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

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
810	SF Solid Waste Mgmt Agency	Appropriation for BuRRT glass hauling services	$ 79,825	$ -	$ (79,825)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 79,825***	***$ -***	***$ (79,825)***

CITY OF SANTA FE

3RD QUARTER FY 2021/22

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SUB-SECTION [D]

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

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

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 4,951,715	$ 4,951,715	$ -
212	Economic Development	250,000	250,000	-
213	Lodgers' Tax Fund	608,100	608,100	-
216	Gross Receipts Tax Fund	1,650,000	1,650,000	-
223	Law Enforcement	2,979,997	2,979,997	-
231	City Drainage Fund	1,561,110	1,561,110	-
232	Impact Fees Fund	2,024,892	-	(2,024,892)
240	Community Development	965,017	992,573	27,556
241	Senior Citizen Grants/Programs	60,000	60,000	-
251	Library Fund	190,703	190,703	-
252	Arts & Culture Grants	15,000	15,000	-
320	CIP Facilities	1,540,000	1,540,000	-
330	CIP Streets & Roadways	1,660,478	1,660,478	-
345	CIP Community Development	750,000	750,000	-
355	CIP Parks and Trails	2,730,000	2,730,000	-
365	½% GRT Income Fund	1,720,000	1,720,000	-
500	Waste Water Management	1,233,804	-	(1,233,804)
505	Water Management	1,690,457	-	(1,690,457)
510	Environmental Services	895,350	-	(895,350)
511	Utilities Administration	94,000	-	(94,000)
515	Railyard Properties	386,000	386,000	-
520	Santa Fe Convention Center	50,000	50,000	-
530	Municipal Recreation Complex	500,000	500,000	-
540	Transit Bus System	224,892	224,892	-
620	Services to Other Departments	80,878	80,878	-
810	SF Solid Waste Mgmt Agency	79,825	-	(79,825)
QUARTERLY TOTAL - ALL FUNDS		***$ 28,892,218***	***$ 22,901,446***	***$ (5,990,772)***

City of Santa Fe, New Mexico
Memorandum

Date: April 29, 2022

To: Public Work Utilities Committee/Finance Committee/Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Melissa A. McDonald, Parks and Open Space Division Director

Re: Bill permitting up to ten small commercial events on the Plaza

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ACTION:
Approval to amend Section 23.5-2 to add up to ten (10) permits for small commercial events on the Santa Fe Historic Plaza (Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov , 505-303-9502)

BACKGROUND/SUMMARY:
With outdoor activities gaining in popularity and a predicted rise in tourism as a result of a likely-waning pandemic, additional events are being requested. This bill would approve adding ten (10) small commercial events to the eight (8) major commercial events that occur annually on Santa Fe's Historic Plaza. Small commercial event organizers will be required to respect the spaces currently used by existing plaza vendors. No booths will be allowed on any streets surrounding the Plaza. These events, permitted on a first-come, first-permitted basis, will import tourist dollars citywide, encourage locals to enjoy the Plaza, and foster additional short- and long-term benefits.

The City will incur additional expenses associated with these events as City employees perform permitting, preparation, monitoring and cleanup from events. The costs can only be roughly estimated at this time since the exact nature of these events is not known. Additional costs and revenue associated with these events were not included in the FY23 budget.

ATTACHMENTS:
Bill
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Councilor Renee Villarreal

AN ORDINANCE

AMENDING SECTION 23-5.2 TO PERMIT UP TO TEN (10) SMALL COMMERCIAL EVENTS ON THE PLAZA.

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

Section 1. Section 23-5.2 of SFCC 1987 (being Ord. No. 1981-39, § 1, as amended) is amended to read:

23-5.2 – Plaza uses; commercial events; allowed uses.

A. Major Commercial Events.

(1) No more than eight (8) permits per calendar year shall be issued by the city for major commercial events held in the Plaza. The events permitted are as follows:

([1]a) Challenge New Mexico Arts and Crafts Show;

([2]b) Fourth of July Pancake Breakfast;

([3]c) Spanish Market;

([4]d) Contemporary Hispanic Market;

([5]e) Santa Fe Girls' Inc. Arts and Crafts Show;

underscored material = new [bracketed material] = delete

([~~6~~]f) Indian Market;

([~~7~~]g) Santa Fe Fiesta Labor Day Arts and Crafts Market; and

([~~8~~]h) Santa Fe Fiesta.

[~~B~~](2). Each of the major commercial events noted in paragraph A above shall continue their assigned locations, and the Contemporary Hispanic Market shall be allocated the space along Lincoln Avenue between Palace Avenue and Federal Place.

([~~1~~]3) In order to accommodate the Spanish Market's growth requirements, this subsection will allow the Spanish Colonial Arts Society use of East San Francisco Street from Don Gaspar Avenue to Cathedral Place and Palace Avenue from Grant Avenue to Cathedral Place. The Spanish Market will also extend thirty-three feet, six inches (33' 6") onto the east side of Lincoln Avenue. This will allow the Spanish Colonial Arts Society the similar configuration as the Southwest Indian Arts' annual Indian Market.

([~~2~~]4) This subsection will allow the Contemporary Hispanic Market use of Lincoln Avenue from Palace Avenue intersection starting at thirty-three feet six inches (33' 6") on the east side and twenty feet (20') from the fire hydrant on the west side all the way to Federal Place. This will allow the Contemporary Hispanic Market the ability to provide for their immediate and future growth needs. Depending upon the number of booths, as an alternative to using Lincoln Avenue between Marcy Street and Federal Place, the city may require booths to be located on Marcy Street between Lincoln Avenue and Sheridan Street.

[~~C~~]5. Each of the major commercial events noted in paragraph A(1) above shall submit a preliminary site plan for their event to city staff for their review and approval no less than three (3) months prior to the event. Adequate access for public health, safety and welfare shall be maintained. Access to existing businesses shall be considered. The city may require specific booth layouts. The city shall provide written

comments to the event sponsor on the preliminary site plan within thirty (30) days of receipt of the plan. A final site plan shall be submitted to city staff no less than one (1) month prior to the event for their review and approval. City staff shall conduct inspections at the time of event setup.

B. Small Commercial Events.

(1) Ten (10) permits per calendar year for small commercial events held in the Plaza on a first-come, first-permitted basis.

(2) Small commercial events are limited to using the Plaza Park.

(3) Spaces utilized by plaza artists/artisans pursuant to Section 23-5.3 SFCC 1987 and spaces utilized by plaza pushcart vendors pursuant to Section 23-5.5 SFCC 1987 shall be reserved for the plaza artists/artisans and plaza pushcart vendors during small commercial events.

[~~D~~]C. Community Days Festival may occur on the Plaza the Friday, Saturday, and Sunday preceding the Memorial Day Weekend.

[~~E~~]D. [~~No other e~~]Events other than those noted in paragraphs A, B, and C above shall not occur on the Plaza unless [~~it qualifies~~]they qualify as a noncommercial use. Sponsoring organizations shall comply with the fees as authorized in subsection 23-4.7 SFCC 1987 and established by resolution, unless the event is sponsored by the city.

[~~F~~]E. Except for the authority to issue Plaza Park artist/artisan licenses for sales activity on the Plaza Park pursuant to subsection 23-5.3 SFCC 1987, a permit or authority to use the Plaza Park shall be granted only to a nonprofit organization and not an organization for profit or an individual.

[~~G~~]F. The governing body shall, by resolution, authorize either a committee or city staff to receive, review and approve or deny requests for any function of a commercial or noncommercial use on the Plaza or Plaza Park.

[~~H~~]G. Applicants for use of the Plaza or Plaza Park shall follow and be subject to the procedures, requirements, and restrictions adopted by the governing body.

[~~I~~]H. Any decision by the city manager or the city manager's designee may be appealed to the governing body within thirty (30) days of the decision. This provision does not apply to Plaza Park artist/artisan licenses that shall comply with subsection 23-5.3 SFCC 1987.

[~~J~~]I. The city shall appoint a staff liaison for all major and small commercial events or noncommercial uses on the Plaza to oversee the administration of city regulations as they apply to each event.

[~~K~~]J. Fees for the major and small commercial events shall be established by the governing body by adoption of a resolution. Fees shall not be waived.

[~~L~~]K. Sponsors of special events shall be responsible for ensuring that all participants in their event have special event vendor licenses. Special event sponsor license applications and special event vendor license applications shall include a statement signed by the applicant that the applicant agrees to file and pay applicable gross receipts taxes on receipts from the special event. Sponsors shall file with the city the informational material they distribute to the vendors regarding the vendor's responsibility to file and pay gross receipts taxes on their sales at the special event.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Bills/Small Commercial Events on The Plaza

FIR No. 10401

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Small Commercial Events on the Plaza

Sponsor(s): Councilwoman Villarreal

Reviewing Department(s): Community Engagement, Economic Development, Parks and Tourism Division

Staff Completing FIR: Melissa McDonald **Date:** 4-21-22 **Phone:** 303-9502

Reviewed by City Attorney: _____ **Date:** Apr 29, 2022

Reviewed by Finance Director: Alexis Lotero **Date:** Apr 29, 2022

Alexis Lotero (Apr 29, 2022 14:49 MDT)

Summary:
The proposed bill amends Section 23-5.2 to permit up to ten (10) minor commercial events on the Plaza annually.

Departments Affected:
Public Works Department, Community Services Department. Economic Development Division

Consequences of Not Enacting Legislation:
Not enacting this legislation reduces the Plaza's potential to attract locals back to our historic downtown and also limits tourism-based GRT-revenues.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Enforcement of site plan will be important in order to limit conflicts with adjacent vendors and leaseholders.

Performance and Administrative Implications:
Administration of permits will be required equaling 10 hours per event for a total of 100 hours. Overtime for inspections may be required.

Fiscal Implications:
Labor associated with permit processing, site inspections, licensed electricians, trash removals, and other staff requirements will incur costs. The total anticipated budget increase would range from about $40,000 to $50,000 dollars per year, which does not include regular wear-and-tear. Anticipated economic magnifier effect is likely significant but unknown at this time.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 23	FYE 24	FYE 25	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ 40,000	$ 40,000	$ 40,000		R	100	
Benefits*							
Capital Outlay	$	$	$				
Contractual/	$	$	$				
Professional Services							
Operating	$ 10,000	$ 10,000	$ 10,000		R	100	
Total:	$ 50,000	$ 50,000	$ 50,000				$ 150,000

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

Expenditure Narrative:

Estimated expenditures listed are to cover administration of permits, inspections, overtime for after working hours events and some additional materials for items such as trash bags, lights, replacement parts, increased safety response, street cleaning, etc. Actual expenses may vary depending on the nature of each event.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ 40,000	$ 40,000	$ 40,000	R	100
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 40,000	$ 40,000	$ 40,000		

Revenue Narrative:

Revenues listed are associated with permits and fees collected and do not include potential increase in GRT associated with the commercial aspect of the events.

Signature:

Email: mamcdonald@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Apr 29, 2022 11:27 MDT)

Email: rawheeler@santafenm.gov