



# AGENDA

REGULAR MEETING OF  
THE FINANCE COMMITTEE  
MAY 16, 2022  
5:00 PM  
COUNCIL CHAMBERS  
CITY HALL  
200 LINCOLN AVENUE

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## PROCEDURES FOR FINANCE COMMITTEE MEETING

**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.

**Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at <https://santafe.primegov.com/public/portal> three hours prior to the start of the meeting.

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
  - a. Finance Committee – May 2, 2022
6. **PRESENTATION**
  - a. Potential Benefits and Limitations of Establishing a Metropolitan Redevelopment Area at the Midtown Property (Erin K. McSherry, City Attorney, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 505-955-6961; Marcos Martinez, Senior Assistant City Attorney, [mdmartinez@santafenm.gov](mailto:mdmartinez@santafenm.gov), 505-955-6502; and Andrea Salazar, Assistant City Attorney, [asalazar@santafenm.gov](mailto:asalazar@santafenm.gov), 505-995-6303)



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**Committee Schedule:**

Economic Development Advisory Committee: 5/11/2022

Finance Committee: 5/16.2022

Community Development Commission: 5/18/2022

Governing Body: 5/25/2022

- b. FY21 Audit Status Update (Ricky Bejarano, Interim Assistant Finance Director)

**7. ACTION ITEMS: CONSENT**

- a. CONSIDERATION OF BILL NO. 2022- \_\_\_\_\_. (Councilor Romero-Wirth, Councilor Cassutt, Councilor Chavez)  
An Ordinance Relating to the City Of Santa Fe Uniform Traffic Ordinance (“UTO”); Creating a New Section 5 of Schedule B of the UTO to Create the Low-Income Financial Equity (“Life”) Parking Program. (Noel Correia, Parking Division Director: npcorreia@santafenm.gov, 505-955-6611)

**Committee Review:**

Introduced: 04/13/2022

Governing Body (Public Comment): 04/27/2022

Quality of Life: 05/04/2022

Public Works and Utilities: 05/09/2022

Finance: 05/16/2022

Governing Body (Public Hearing): 05/25/2022

- b. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Councilor Rivera and Councilor L. Garcia)  
A Resolution Requesting Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation, Identified as Control Number L500429, Granting a Time Extension for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov)
  - 1. Request for Approval Of Amendment No. 1 To A Municipal Arterial Program Cooperative Agreement With The New Mexico Department Of Transportation For The Planning, Design, And Construction Of Cip 853c - Agua Fria And South Meadows Road Intersection Improvements Project. Amendment Is for Extension Of Agreement Term Only And No Additional



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Funding. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov). **Committee Review:**  
Introduced: 04/27/22  
Public Works and Utilities Committee: 05/09/22  
Finance Committee: 05/16/22  
Governing Body: 05/25/22

c. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Councilor Rivera and Councilor L. Garcia)

A Resolution Approving Amendment No. 2 to a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500383 Granting a Time Extension for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov).

1. Request For Approval of Amendment No. 2 To A Municipal Arterial Program Cooperative Agreement with The New Mexico Department Of Transportation For The Planning, Design, And Construction Of Cip 853c - Agua Fria And South Meadows Road Intersection Improvements Project. Amendment Is for Extension Of Agreement Term Only And No Additional Funding. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov).

**Committee Review:**

Introduced: 04/27/22  
Public Works and Utilities Committee: 05/09/22  
Finance Committee: 05/16/22  
Governing Body: 05/25/22

d. CONSIDERATION OF BILL NO. 2022-\_\_\_. (Councilwoman Villarreal and Councilor Chris Rivera)

An Ordinance Amending Section 23-5.2 to Permit up to Ten (10) Small Commercial Events on the Plaza. (Melissa McDonald, Parks and Open Spaces Division Director, mamcdonald@santafenm.gov, 505-303-9502)

**Committee Review:**

Finance Committee (Introduced): 05/02/2022  
Governing Body (Public Comment): 05/11/2022  
Finance Committee: 05/16/2022



# AGENDA

Public Works and Utilities Committee: 05/23/2022  
Governing Body (Public Hearing): 06/08/2022

- e. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Councilor Rivera, Councilor Chavez, Councilor M. Garcia, Councilor Lindell, Councilor Cassutt, and Councilor Romero-Wirth)  
A Resolution Allocating Three and a Quarter Acre Feet of Available Water From the City's Existing Water Supply to the Southside Teen Center. (Therese Martinez, Project Administrator: tmartinez@santafenm.gov, 955-5937; John Dillon, Project Administrator: jcdillon@santafenm.gov, 955-5936)

**Committee Review:**

Introduced: 04/27/22  
Public Works and Utilities Committee: 05/09/22  
Finance Committee: 05/16/22  
Quality of Life Committee: 05/18/22  
Governing Body: 05/25/22

- f. Request for Approval of General Services Contract with Econolite Control Products in the Total Amount of \$499,699.80 excluding NMGRT to Furnish and Install New Traffic Signal Controllers using Funds Allocated by Governing Body on March 9, 2022. (Jose Lerma, Traffic Operations Manager, jnlerna@santafenm.gov, 505-955-2431)

**Committee Review:**

Finance Committee: 05/16/2022  
Public Works & Utilities Committee: 05/23/2022  
Governing Body: 05/25/2022

- g. Request for Approval of Five Year Agreement to Waive Fees between the City of Santa Fe and Bienvenidos (Noel Correia, Parking Division Director, npcorreia@santafenm.gov, 505-955-6611)

**Committee Review:**

Finance Committee: 05/16/2022  
Public Works & Utilities Committee: 05/23/2022  
Governing Body: 05/25/2022



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- h. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of \$289,205 to Cover Lease Payments due for the LED Streetlights and Solarization Project (Brad Fluetsch, Planning & Investment Officer, [bjfluetsch@santafenm.gov](mailto:bjfluetsch@santafenm.gov), (505) 955- 6885).

**Committee Review:**

Finance Committee: 5/16/22

Public Works and Utilities Committee: 5/23/22

Governing Body: 5/25/2022

- i. Request for Approval of an Agreement with the United States Department of Agriculture (USDA), Forest Service, Santa Fe National Forest (US Forest Service – USFS) with No Fiscal Impact; Increased Capacity of Services Provided to USFS for Forest Service Burns. (Nathan Miller, Wildland Superintendent: [nfmiller@santafenm.gov](mailto:nfmiller@santafenm.gov); 505-955-3501)

**Committee Review:**

Finance Committee: 05/16/2022

Public Works Committee: 05/23/2022

Governing Body: 05/25/2022

- j. ITT Department Request for the Approval of contract in the Total Amount of \$358,111.80 for Three Year Term for Adobe Licensing via CDW-G;(Manuel Gonzales, ITT Director, [mmgonzales@santafenm.gov](mailto:mmgonzales@santafenm.gov), 505-955-5531)

**Committee Review:**

Finance Committee: 05/16/22

Public Works Committee: 05/23/22

Governing Body: 05/25/22

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Tuesday, May 31, 2022**
12. **ADJOURN**



City of Santa Fe

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



# MINUTES

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

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## SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

Agenda: The agenda for the meeting will be posted at [santafe.primegov.com/portal/search](http://santafe.primegov.com/portal/search).

### 1. CALL TO ORDER

Meeting started 5:05 pm.

### 2. ROLL CALL

#### **Members Present:**

Councilor Renee Villarreal  
Councilor Carol Romero-Wirth  
Councilor Signe Lindell  
Councilor Jamie Cassutt  
Member Chris Rivera

#### **Members Excused:**

None



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**Others Attending:**

Carolynn Roibal, Administrative Manager  
Alexis Lotero, Attendee

**3. APPROVAL OF AGENDA**

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

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

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

**Against:** None

**Abstain:** None

**4. APPROVAL OF CONSENT AGENDA**

**MOTION:** Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the consent agenda as amended. Items pulled for discussion H and J.

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

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

**Against:** None

**Abstain:** None

**5. APPROVAL OF MINUTES**

a. Budget Hearings – April 13, 2022

**MOTION:** Member Rivera moved, seconded by Councilor Lindell, to approve the Budget Hearing – April 13, 2022 minutes as presented.



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

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

**Against:** None

**Abstain:** Councilor Cassutt

b. Budget Hearings – April 14, 2022

**MOTION:** Member Rivera moved, seconded by Councilor Lindell,  
to approve the Budget Hearing, April 14, 2022 minutes as  
presented.

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

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

**Against:** None

**Abstain:** Councilor Cassutt

c. Budget Hearing Minutes – April 19, 2022

**MOTION:** Councilor Cassutt moved, seconded by Councilor Lindell,  
to approve the Budget Hearing , April 19, 2022 minutes as  
presented.

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

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

**Against:** None



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**Abstain:** None

d. Budget Hearings – April 20, 2022

**MOTION:** Councilor Cassutt moved, seconded by Councilor Lindell, to approve the Budget Hearing, April 20, 2022 minutes as presented.

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

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

**Against:** None

**Abstain:** None

e. Budget Hearings – April 21, 2022

**MOTION:** Member Rivera moved, seconded by Councilor Cassutt, to approve the Budget Hearing, April 21, 2022 minutes as presented.

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

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

**Against:** None

**Abstain:** None

f. Budget Hearings – April 26, 2022

**MOTION:** Member Rivera moved, seconded by Councilor Lindell, to approve the Budget Hearing, April 26, 2022 minutes as presented.

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



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

**Against:** None

**Abstain:** None

## 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

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

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

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



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**Against:** None

**Abstain:** None

- 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](mailto: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

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

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

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

**Against:** None

**Abstain:** None

- 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](mailto: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: 5/4/2022



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Santa Fe City Council Public Hearing: 5/11/2022

**MOTION:** Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the action plan as presented.

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

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

**Against:** None

**Abstain:** None

- 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

**MOTION:** Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the professional services agreement (PSA) as presented.

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

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

**Against:** None

**Abstain:** None



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- 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](mailto: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

**MOTION:** Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the Award and Acceptance as presented.

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

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

**Against:** None

**Abstain:** None

- 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, [bhuey@santafenm.gov](mailto:bhuey@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

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

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



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

**Against:** None

**Abstain:** None

- 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

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

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

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

**Against:** None

**Abstain:** None

- 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: 5/11/2022

**MOTION:** Member Rivera moved, seconded by Councilor Lindell, to approve the contract amendment as presented on discussion.



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

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

**Against:** None

**Abstain:** None

- 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](mailto: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

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

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

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

**Against:** None

**Abstain:** None

- 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,



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[bjmoya@santafenm.gov](mailto:bjmoya@santafenm.gov), 955-3111; Mark Baca, Airport Director, [mdbaca@santafenm.gov](mailto:mdbaca@santafenm.gov), 670-3232; Daniel Garcia, Fire Fleet Manager, [dagarcia@santafenm.gov](mailto: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

**MOTION:** Member Rivera moved, seconded by Councilor Lindell, to approve the contract as presented on discussion.

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

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

**Against:** None

**Abstain:** None

- 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](mailto: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

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

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



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

**Against:** None

**Abstain:** None

## 7. PRESENTATION

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

City Manager, John Blair gave opening remarks.

Interim Finance Director and Interim Deputy Finance Director Bejarano gave overview of Audit process.

## 8. MATTERS FROM STAFF

## 9. MATTERS FROM THE COMMITTEE

## 10. MATTERS FROM THE CHAIR

## 11. NEXT MEETING: May 16 2022

## 12. ADJOURN

Meeting adjourned 8:01 pm.

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

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

**For:** None

**Against:** None

**Abstain:** None



City of Santa Fe

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\_\_\_\_\_  
Liaison

\_\_\_\_\_  
Chair

METROPOLITAN  
REDEVELOPMENT  
AREAS, PROJECTS, & PLANS

Presented by the City Attorney's Office  
Erin K. McSherry, City Attorney  
Marcos Martinez, Senior Assistant City Attorney  
Andréa Salazar, Assistant City Attorney

# WHY METROPOLITAN REDEVELOPMENT FOR MIDTOWN?

- Resolution 2022-12 directed the City Manager to “Make recommendations to the Governing Body regarding the use of a MRA and/or a TIDD for the Midtown District.” P. 9
- This presentation summarizes staff recommendations regarding the use of an MRA.

WHAT IS A  
METROPOLITAN  
REDEVELOPMENT  
AREA?

The Metropolitan Redevelopment Act (MRA) is a State statute that allows a municipality to access certain redevelopment tools in an area that is designated as a blighted area.

# WHAT ARE THE MRA REDEVELOPMENT TOOLS?

1. Makes businesses within the MRA eligible for Local Economic Development Act (LEDA) funding;
2. Creates a commission dedicated to the planning, preservation, rehabilitation, redevelopment, development, or management of properties designated by the governing body;
3. Retains advisory oversight within the public sector;
4. Incorporates public engagement in the process;
5. Requires a redevelopment plan that aids in the elimination or prevention of blight or the conditions that lead to the development of blight, while addressing the displacement of any persons affected by the plan.

# IS MIDTOWN ELIGIBLE FOR AN MRA?

An MRA is designed to improved the economic growth, health, and well-being of a blighted area with one or more of the following characteristics:

- deteriorated or deteriorating structures;
- defective or inadequate street layout;
- faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- deterioration of site or other improvements;
- tax or special assessment delinquency exceeding the fair value of the land;
- diversity, defective or unusual conditions of title and ownership;
- improper subdivision; lack of adequate housing facilities in the area;
- Out of date or impractical planning and platting which results low levels of commercial or industrial activity or redevelopment.

Midtown and the property surrounding Midtown have a number of these characteristics.

# STATE LAW REQUIREMENTS

- A Resolution identifying a blighted area in the local government's jurisdiction; and declaring that redevelopment of the area is in the best interest of the public.
  - Public hearing on the Resolution
- Adopting a MRA Plan
  - An additional Resolution adopting the plan, which requires notice and public hearing
- MRA Plan requires:
  1. activities that will either eliminate or prevent blight or lead to the development of blighted area;
  2. a method to address residential displacement, if any, without undue hardship;
  3. conformity to the general plan; and
  4. maximizing private and public redevelopment in alignment with community needs.

POTENTIAL  
CITY  
ORDINANCE  
CHANGES

---

Staff  
recommends:

Adopt four factors required by state law, replacing the seventeen elements listed under the current code.

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Remove internal references that no longer refer to existing City Code.

---

Add composition recommendations for the commission.

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# CITY'S HISTORIC USE- PART 1

The City of Santa Fe has had one Metropolitan Redevelopment Project, the Railyard.

## Railyard History

- Area was designation an MRA
- Community Plan was created
- Community Plan turned into the MRA Plan
- The Community and MRA Plan turned into the Railyard Master Plan
- Instead of having the Area overseen by an MRA Commission and Agency an RFP selected a non-profit entity to manage the Railyard
- The City and non-profit entered into a Lease and Management Agreement to develop the Railyard in accordance with the Master Plan

# CITY'S HISTORIC USE - PART 2

## Use of an MRA in the Railyard Pros and Cons

### Pros

- The City did not have to oversee negotiating the development of the Railyard, but solely acted as a regulatory entity
- The City did not have to determine which businesses would be in the Railyard
- Developers could propose business plans without being subject to public records
- Local Businesses and Non-profits could thrive without rental rates becoming so expensive that relocation was necessary

### Cons

- The City did not retain any oversight for the Non-Profit's decision making
- The City owns the land, which bifurcates the ownership of buildings and the ground they sit on
- Ownership bifurcation complicates property taxes
- The City's regulatory authority is complicated

# OTHER CITIES' USE OF MRAS

## Albuquerque

- Uses MRA across the City to redevelop numerous areas
- Metropolitan Redevelopment Agency inside the City Government, which is fully staffed
- The Sawmill Area MRA has created a dynamic mixed-use area that incorporates affordable housing, museums, hotels, and local businesses

## Las Cruces

- Used only one MRA for the Downtown Area with the intent to revitalize downtown, to create jobs and to be a vibrant center for government, public events, arts and culture, retail, and housing. Enhancing the quality of life for the residents and visitors alike, while attracting investment into the area.

# BENEFITS OF AN MRA DESIGNATION

## Potential Funding Sources

- LEDA – expanded application
- Grants eligibility
- Anti-displacement funding
- Brownfield/environmental

## Leverage existing opportunities

Opportunity zones

## Establishes a governance structure

- City control
- Community involvement

## Public participation is built into process

- Public hearing on resolution to adopt area
- Commission meetings are open

Recognizes flexibility in valuation of blighted areas

Governing Body determines all land dispositions- leasing and sale for over one year.

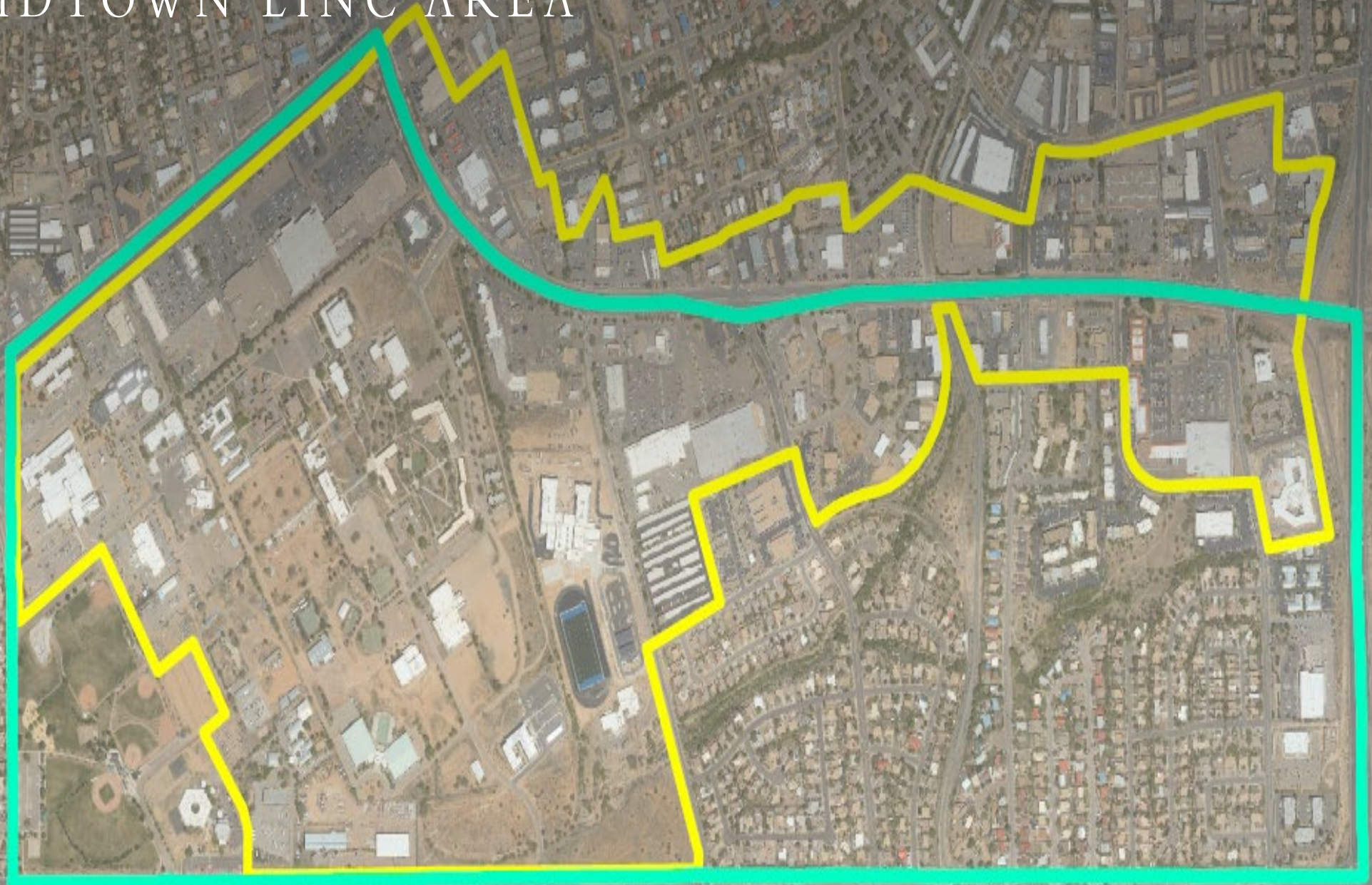
Adopts a Redevelopment Plan that is consistent with the General Plan that

- Aids in the elimination of blight
- Addresses displacement of residents
- Maximizes opportunity for rehabilitation to accomplish public purposes and needs.

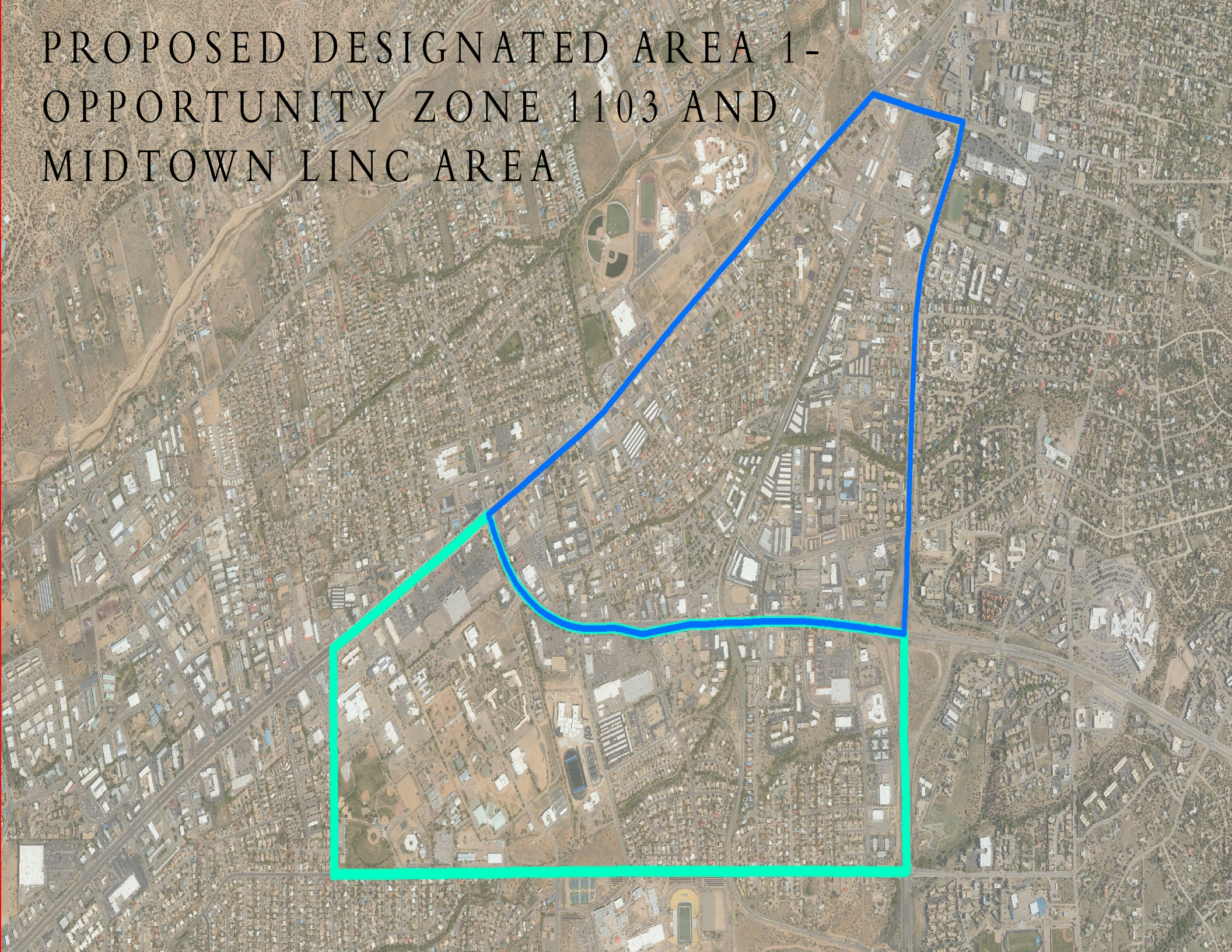
# LIMITATIONS OF AN MRA DESIGNATION

- Additional layer of approval/processes through commission
- Commission likely requires staff support
- Commission leasing authority limited to 365 days
- Commission does not have bonding or borrowing/lending

PROPOSED DESIGNATED AREA 1-  
OPPORTUNITY ZONE 1103 AND  
MIDTOWN LINC AREA



PROPOSED DESIGNATED AREA 1-  
OPPORTUNITY ZONE 1103 AND  
MIDTOWN LINC AREA



## NEXT STEPS

- Resolution
  - Declares Blight;
  - Identifies area to designate;
  - Creates a Metropolitan Redevelopment Area for Midtown
- Amend Ordinances 1987-33, 1997-11, and 2000-31
  - Aligning City requirements for the MRA Plan with State law
  - Adding qualifications to the commissioners appointed to Commission



# City of Santa Fe, New Mexico

## Memorandum



**Date:** April 8, 2022

**To:** Councilor Carol Romero-Wirth, Councilor Jamie Cassutt

**From:** Noel Correia, Parking Division Director *npc*

**Via:** Regina Wheeler, Public Works Department Director

**RE:** LIFE Parking Program

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### **EXECUTIVE SUMMARY:**

The proposed bill would create a Low-Income Financial Equity (“LIFE”) parking program. The LIFE program would provide qualified, low-income residents who agree to pay a reduced amount within thirty (30) days, a reduction in their parking citation penalties. The bill proposes to amend Schedule B of the Uniform Traffic Ordinance (“UTO”) to establish the LIFE program.

### **BACKGROUND:**

The proposed LIFE parking program would assist qualified residents to reduce their unpaid parking citation debt, in exchange for entering into an agreement with the City to pay a reduced amount in its entirety within thirty (30) days of the date of the signed agreement. Qualified citizens with unpaid citations would be eligible for a reduction of the total past due amount owed through the LIFE parking program as described in paragraphs A and B below. The LIFE program does not have a sunset date.

In order to qualify for LIFE each applicant has to meet the requirements set forth and described in the LIFE Ordinance.

Qualified participants in the LIFE parking program would be offered an opportunity to reduce outstanding and unpaid parking citations as follows:

- A. A qualified applicant who is participating in the LIFE parking program for the first time would be eligible to receive a fifty percent (50%) reduction in total parking citation debt owed to the City; and
- B. A qualified applicant who is participating in the LIFE parking program for the second time would be eligible to receive a twenty-five percent (25%) reduction in total parking debt owed to the City.
- C. Full payment of the reduced amount would be required within 30 days from the approval date of the LIFE application.

Eligibility to participate in the LIFE parking program would be limited to two times within a rolling, five-year period.



# City of Santa Fe, New Mexico

## Memorandum



**ACTION REQUESTED:**

Approve the Bill as presented.

**ATTACHMENTS:**

Bill

Fiscal Impact Report

**Signature:** *Noel P. Correia*

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

1 CITY OF SANTA FE, NEW MEXICO

2 BILL NO. 2022-\_\_

3 INTRODUCED BY:

4  
5 Councilor Carol Romero-Wirth

6 Councilor Jamie Cassutt

7  
8  
9  
10  
11 AN ORDINANCE

12 RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE (“UTO”);  
13 CREATING A NEW SECTION 5 OF SCHEDULE B OF THE UTO TO CREATE THE  
14 LOW-INCOME FINANCIAL EQUITY (“LIFE”) PARKING PROGRAM.

15  
16 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

17 Section 1. [NEW MATERIAL] A new Section 5 of Schedule B of the Uniform  
18 Traffic Ordinance is ordained to read:

19 SECTION 5. LOW-INCOME FINANCIAL EQUITY (“LIFE”) PARKING  
20 PROGRAM.

21 A. The Low-Income Financial Equity (“LIFE”) parking program is designed to provide an  
22 opportunity for certain persons who qualify based on indigency to resolve their unpaid  
23 parking citations and fees.

24 B. In order to qualify for the LIFE parking program, applicants must complete and submit  
25 the city of Santa Fe’s low-income credit application.

- 1 C. For purposes of the Life parking program, low income is 120% or less of the federal  
2 guidelines for poverty income status for indigent individuals or families.
- 3 D. An applicant may participate in the LIFE program after the city verifies the applicant's  
4 annual household income.
- 5 E. Participants in the LIFE parking program may reduce their unpaid parking citations and  
6 fees if they agree to pay the reduced amount, in full within thirty (30) days, as follows:
- 7 a. A first-time participant may receive a fifty percent (50%) reduction in parking  
8 citation fines and fees; and
- 9 b. A second-time participant may receive a twenty-five percent (25%) reduction in  
10 parking citation fines and fees.
- 11 F. The LIFE parking program may be used up to two times within a rolling five (5) year  
12 period. The "first-time" opportunity to reduce fines and fees by fifty percent (50%),  
13 however, is only available one time.
- 14 G. Unpaid citation fines and penalties from immobilization boots or towing and storage fees  
15 may not be reduced under the LIFE parking program.
- 16 H. Life parking participants must make their required payments in full and on time, as  
17 determined by city staff. Failure to meet the agreed upon payments on time will result in  
18 immediate disqualification from the LIFE parking program, reinstating all fines and fees  
19 due at their original rates, less any amount paid by the participant prior to disqualification.  
20 If disqualified, a participant is not eligible for future participation in the LIFE parking  
21 program.

22 PASSED, APPROVED, and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2022

23

24

25

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

1 ATTEST:

2

3

\_\_\_\_\_

4 KRISTINE MIHELICIC, CITY CLERK

5 APPROVED AS TO FORM:

6



7

\_\_\_\_\_

8 ERIN K. McSHERRY, CITY ATTORNEY

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*Legislation/2022/Bills/LIFE Parking Program*

**FISCAL IMPACT REPORT****General Information:**(Check) Bill:   X   Resolution: \_\_\_\_\_

Short Title(s): LIFE Parking Program

Sponsor(s): Councilor Romero-Wirth

Reviewing Department(s): Public Works/Parking Division

Staff Completing FIR: Noel P. Correia Date: 01/04/2022 Phone: 505-955-6611Reviewed by City Attorney:  Date: Apr 8, 2022Reviewed by Finance Director:  Date: Apr 10, 2022**Summary:**

The Low-Income Financial Equity ("LIFE") parking program is a program designed to provide an opportunity for certain, low-income individuals who have parking citation-related debt, to resolve their accounts with the City by agreeing to pay a lower amount within 30 days.

In order to qualify for the LIFE parking program, applicants must complete and submit the city of Santa Fe's low-income credit application. The established City guidelines are 120% of the Federal Guidelines for Poverty Income status for indigent individuals or families. Applications will be certified by City Staff upon verification of information provided in the application after which an approved applicant will be eligible to participate in the LIFE program.

Qualified participants in the LIFE parking program shall be offered relief from debt from outstanding and unpaid parking citations as follows:

- A. A qualified applicant who is participating in the LIFE parking program for the first time is eligible to receive a fifty percent (50%) reduction in total current parking citation debt owed to the city of Santa Fe; and  
B. A qualified applicant who is participating in the LIFE parking program for the second time is eligible to receive a twenty-five percent (25%) reduction in total then current parking debt owed to the city of Santa Fe.  
C. Full payment of the reduced amount is required within 30 days from the approval date of the LIFE application.

Participants in the LIFE parking program may participate two times within a rolling five (5) year period.

**Departments Affected:**

Public Works Department/Parking Division.

**Consequences of Not Enacting Legislation:**

Should this Bill not be enacted, low Income and financially strapped local families who would otherwise qualify for LIFE will continue to carry the burden of unpaid parking citation fines which may eventually preclude them from participating in other City of Santa Fe parking programs such as monthly parking, parking permits (RPP), loading zone permits and other types of parking permits the City may offer in the future. The LIFE program, if enacted, will provide eligible citizens an opportunity to pay-off their unpaid parking citation debt, giving them a fresh start.

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

None identified.

**Performance and Administrative Implications:**

None anticipated.

**Fiscal Implications:**

Upon implementation, the LIFE program will provide an equitable opportunity to qualifying citizens to pay their unpaid and past due citation fines and penalties at a reduced amount; while also generating revenues which were previously uncollected.

**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 Benefits*	\$ N/A**	\$ N/A**	\$ N/A**	_____	_____	_____	
Capital Outlay	\$ N/A**	\$ N/A**	\$ N/A**	_____	_____	_____	
Contractual/ Professional Services	\$ N/A**	\$ N/A**	\$ N/A**				
Operating	\$ N/A**	\$ N/A**	\$ N/A**		_____	_____	\$ _____
Total:	\$ N/A**	\$ N/A**	\$ N/A**				\$ _____

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

**Expenditure Narrative:**

\*\*Staff does not anticipate any expenditures to implement and operate this LIFE program as presented. The program as presented is designed to sustain itself without an increase in staffing or other costs.

**Revenue**

Revenue Type	FYE 23	FYE 24	FYE 25	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$36,000	\$45,000	\$57,000	R	51150.450610
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$36,000*	\$45,000*	\$57,000*		

NOTE: \* Denotes conservative revenue projections. Actuals could be lower or higher.

**Revenue Narrative:**

Since LIFE is a new program, the number of people who would qualify for the LIFE program and the number of people who would avail themselves of the program can only be roughly estimated. Staff anticipates that 11% of those with past due balances both would qualify for the LIFE program and would seek to enter an agreement about debt over the first 3 years of the program. Since a successful participant will pay 50% of the past due amounts, the bill, if adopted, could generate an estimated \$138,000 over 3 years. The LIFE Ordinance does not have a sunset date.

The total unpaid citation amounts by Fiscal Year for the most current five (5) consecutive Fiscal years are

FY 2017	FY2018	FY2019	FY2020	FY2021	TOTAL
\$647,506	\$570,893	\$444,805	\$351,925	\$497,917	\$2,513,046

The LIFE program has the potential to generate on-going revenues which otherwise would not be collected as past trends have shown. However, it is anticipated that the projected revenue stream will decline after the third year as the past due and unpaid accounts will mostly be paid by those who voluntarily participate in the LIFE program.

**Signature:**

**Email:** npcorreia@santafenm.gov



# City of Santa Fe, New Mexico

## Memorandum



**Date:** April 18, 2022

**To:** Governing Body

**Via:** Regina Wheeler, Public Works Department Director *RW*  
RW

**From:** Tom Graham, ADA Coordinator *TG*  
TG

**RE:** Resolution and Contract Amendment Extending Termination Date of Project L500429 “Agua Fria-South Meadows Intersection Improvements”

### **ACTION:**

Request for Approvals of: A) Resolution; and B) Amendment No. 1 to the Municipal Arterial Program Grant Agreement L500429 Agua Fria-South Meadows Intersection Improvements Project Extending the Termination Date to June 30, 2023 (Tom Graham, [tmgraham@santafenm.gov](mailto:tmgraham@santafenm.gov) (505) 955-6654).

- ITEM A. Consideration Of Resolution No. 2022-\_\_\_\_, (Councilor Rivera & Councilor L. Garcia) A Resolution Requesting a Time Extension for a Municipal Arterial Program Cooperative Agreement Grant from the New Mexico Department of Transportation Identified as Control Number L500429 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements
- ITEM B. Request For Approval of Amendment No. 1 to a Municipal Arterial Program Cooperative Agreement with the New Mexico Department of Transportation For The Planning, Design, and Construction of Cip 853c - Agua Fria and South Meadows Road Intersection Improvements Project. Amendment is for Extension of Agreement Term Only and no Additional Funding.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe received a FY2021/2022 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18715) from NMDOT in the amount of \$216,000 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of \$162,000 and requires a 25% City match of \$54,000. This Agreement which terminates on June 30, 2022 was approved by the City Council via Resolution 2020-40.

The Agua Fria-South Meadows Intersection Improvements Project would upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, connection



# City of Santa Fe, New Mexico

## Memorandum



to NM599/County Road 62 Interchange and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project. The amendment extends the agreement until June 30, 2023. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of this spring. Construction is estimated to begin in the summer of 2022.

### Summary of Project Funding

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	\$25,000	Design	06/30/2019	\$25,000
NM State Capital Appropriation 2018	\$100,000	Design	06/30/2022	\$100,000
NM State Capital Appropriation 2019	\$125,000	Design	06/30/2023	\$125,000
NMDOT Municipal Arterial Program Funding 2019 (25% match from City Impact Fees)	\$587,667	Design and Construction	06/30/2020 Amendment #1 12/31/2021	\$302,874
NMDOT Municipal Arterial Program Funding 2020 (25% match from City Impact Fees)	\$151,825	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City Impact Fees)	\$216,000	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2022 (25% match from City Impact Fees)	\$124,444	Design and Construction	06/30/2023	
NMDOT Local Government Road Fund 2022 (25% match from City Impact Fees)	\$75,833	Reconstruction and Misc.	12/31/2022	
NMDOT Transportation Project Fund (5% match from City Impact Fees)	\$1,700,000	Construction	06/30/2025	
<b>TOTAL FUNDING RECEIVED</b>	<b>\$3,105,769</b>			
<b>TOTAL FUNDING EXPENDED</b>				<b>\$552,874</b>



# City of Santa Fe, New Mexico

## Memorandum



### **ATTACHMENTS:**

Resolution

Fiscal Impact Report

Amendment #1

MAP Cooperative Agreement 20-0458

Summary of Contracts

1 **CITY OF SANTA FE, NEW MEXICO**

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

3 **INTRODUCED BY:**

4  
5 Councilor Chris Rivera

6 Councilor Lee Garcia

7  
8  
9  
10 **A RESOLUTION**

11 **APPROVING AMENDMENT NO. 1 TO A MUNICIPAL ARTERIAL PROGRAM**  
12 **COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF**  
13 **TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500429 GRANTING A TIME**  
14 **EXTENSION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA**  
15 **STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.**

16  
17 **WHEREAS**, the City of Santa Fe (“City”) and the New Mexico Department of  
18 Transportation (“NMDOT”) entered into an Agreement, Contract No. D18715, on November 10,  
19 2020 for \$216,000 to plan, design and construct the intersection improvements at Agua Fria-South  
20 Meadows; and

21 **WHEREAS**, the contract’s original termination date was June 30, 2022 via Resolution No.  
22 2020-40; and

23 **WHEREAS**, the proposed amendment extends the agreement until June 30, 2023; and

24 **WHEREAS**, extending the term of this agreement is necessary to complete design and  
25 NMDOT certifications required for construction; and

1           **WHEREAS**, moving forward with constructing this project remains a priority for the City to  
2 alleviate traffic delays and improve safety at this intersection; and

3           **WHEREAS**, this project is fully funded for construction.

4           **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
5 **CITY OF SANTA FE** that the Governing Body supports extending the term of Contract No. D18715  
6 to June 30, 2023.

7           **BE IT FURTHER RESOLVED** that the City of Santa Fe accepts responsibility for the  
8 Project; assumes the lead role in design development and construction of the Project; agrees to the  
9 terms, conditions, and certification and reporting requirements of the MAP cooperative project  
10 agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities  
11 related to the completion of the Project.

12           PASSED, APPROVED, and ADOPTED this \_\_\_ day of \_\_\_\_\_, 2022.

13  
14  
15 \_\_\_\_\_  
16 ALAN WEBBER, MAYOR

17 ATTEST:

18  
19 \_\_\_\_\_  
20 KRISTINE MIHELICIC, CITY CLERK

21 APPROVED AS TO FORM:

22   
23 \_\_\_\_\_  
24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2022/Resolutions/Agua Fria South Meadows MAP 1 Grant Acceptance*

# FISCAL IMPACT REPORT

**General Information:**

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

Short Title(s): Agua Fria South Meadows MAP 1 Grant Extension

Sponsor(s): Councilor Rivera and Councilor L. Garcia

Reviewing Department(s): Public Works

Staff Completing FIR: Tom Graham Date: 03/31/22 Phone: 995-6654

Reviewed by City Attorney: *Eric McCreary* Date: Apr 22, 2022

Reviewed by Finance Director: *Mary McCoy* Date: Apr 22, 2022

**Summary:**

The proposed Resolution would extend the termination date of NMDOT Municipal Arterial Program Cooperative Agreement No. D18715 for Project L500429 "Agua Fria-South Meadows Intersection Improvements Project" from June 30, 2022 to June 30, 2023, due to right-of-way acquisition delays to construct the project.

**Departments Affected:**

Public Works Department

**Consequences of Not Enacting Legislation:**

If the contract is not extended, the City will lose \$162,000.00 of construction funding which will cause more delay in completing this project.

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

This Resolution relates to the Resolution that approved a MAP grant for the same project.

**Performance and Administrative Implications:**

The extension will allow the City to continue the project as planned.

**Fiscal Implications:**

If the Resolution is not approved, the City will lose \$162,000.00 of construction funding.

**Fiscal Impact**

  X   Check here if no fiscal impact

**Expenditures**

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

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

**Expenditure Narrative:**

**There are no increased costs associated with this resolution because we are only requesting to extend the termination date of the Agreement.**

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**Revenue**

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

**Revenue Narrative:**

**None identified**

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# City of Santa Fe New Mexico

## Memorandum



**Date:** April 14, 2022

**To:** Governing Body

**Via:** *Regina Wheeler*  
Regina Wheeler (Apr 14, 2022 10:43 MDT)  
Regina Wheeler, Public Works Department Director

**From:** Tom Graham, ADA Coordinator

**RE:** Resolution and Contract Amendment Extending Termination Date of Project L500429 “Agua Fria-South Meadows Intersection Improvements”

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### **ACTION:**

Request for Approvals of: A) Resolution; and B) Amendment No. 1 to the Municipal Arterial Program Grant Agreement L500429 Agua Fria-South Meadows Intersection Improvements Project Extending the Termination Date to June 30, 2023 (Tom Graham, [tmgraham@santafenm.gov](mailto:tmgraham@santafenm.gov) (505) 955-6654).

ITEM A. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_\_, (COUNCILOR RIVERA & COUNCILOR L. GARCIA) A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500429 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

ITEM B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT. AMENDMENT IS FOR EXTENSION OF AGREEMENT TERM ONLY AND NO ADDITIONAL FUNDING.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe received a FY2021/2022 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18715) from NMDOT in the amount of \$216,000 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of \$162,000 and requires a 25% City match of \$54,000. This Agreement which terminates on June 30, 2022 was approved by the City Council via Resolution 2020-40.

The Agua Fria-South Meadows Intersection Improvements Project would upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, connection to NM599/County Road 62 Interchange and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

**Summary of Project Funding**

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	\$25,000	Design	06/30/2019	\$25,000
NM State Capital Appropriation 2018	\$100,000	Design	06/30/2022	\$100,000
NM State Capital Appropriation 2019	\$125,000	Design	06/30/2023	\$125,000
NMDOT Municipal Arterial Program Funding 2019 (25% match from City Impact Fees)	\$587,667	Design and Construction	06/30/2020 Amendment #1 12/31/2021	\$302,874
NMDOT Municipal Arterial Program Funding 2020 (25% match from City Impact Fees)	\$151,825	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City Impact Fees)	\$216,000	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2022 (25% match from City Impact Fees)	\$124,444	Design and Construction	06/30/2023	
NMDOT Local Government Road Fund 2022 (25% match from City Impact Fees)	\$75,833	Reconstruction and Misc.	12/31/2022	
NMDOT Transportation Project Fund (5% match from City Impact Fees)	\$1,700,000	Construction	06/30/2025	
<b>TOTAL FUNDING RECEIVED</b>	<b>\$3,105,769</b>			
<b>TOTAL FUNDING EXPENDED</b>				<b>\$552,874</b>

This amendment extends the Agreement until June 30, 2023. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of this spring. Construction is estimated to begin in the summer of 2022.

**ATTACHMENTS:**

- Resolution 2022 –
- Amendment #1
- MAP Cooperative Agreement 20-0458
- FIR
- Summary of Contracts
- Procurement Checklist

<b>Contract No.</b>	<b>D18715/1</b>
<b>Vendor No.</b>	<b>54360</b>
<b>Control No.</b>	<b>L500429</b>

**FIRST AMENDMENT TO  
MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

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

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. **D18715**, on **November 10, 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 with the following:

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **6/30/2023**. 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.

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

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

**New Mexico Department of Transportation**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**City of Santa Fe**

By: \_\_\_\_\_

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

Name/Title: Alan Webber, Mayor

ATTEST:

By: \_\_\_\_\_  
Kristine Bustos-Mihelcic, City Clerk

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

CITY ATTORNEY'S OFFICE:

By: *Marcos Martinez*  
Senior Assistant City Attorney

Date: Apr 1, 2022

APPROVED FOR FINANCES:

By: \_\_\_\_\_  
Mary McCoy, Finance Director

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

Contract No. 20-0458  
 Vendor No. 0000054360  
 Control No. L500429  
 DOT Contract: **D18715**

**MUNICIPAL ARTERIAL PROGRAM  
 COOPERATIVE AGREEMENT**

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500429 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

- a. The estimated total cost for the Project is Two Hundred Sixteen Thousand Dollars and No Cents (**\$216,000**) to be funded in proportional share by the parties as follows:
  - 1. Department's share shall be 75% \$162,000

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,  
 Construction Management, Drainage and Misc. Improvements

- 2. The Public Entity's required proportional matching Share shall be 25% \$54,000  
 For purpose stated above

3. Total Project Cost **\$216,000**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Two Hundred Sixteen Thousand Dollars and No Cents (**\$216,000**)
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.
- d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

### 3. The Department Shall:

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

### 4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
  1. Utility Certification;
  2. Drainage and storm drain design;
  3. Geotechnical design;
  4. Pavement design;
  5. Traffic design;
  6. Structural design;
  7. Environmental and archeological clearances Certification;
  8. Right-of-way maps and acquisition Certification;
  9. Hazardous substance/waste site(s) contamination investigations;
  10. Railroad Certification; and
  11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 5. Office "**Certification of the Pre-Construction Contract Phase**" form, which is attached as Certification No. 1.

- n. Within thirty (30) days of completion, furnish the Department's District 5. Office **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
- o. Within thirty (30) days of completion, furnish the Department's District 5. Office the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
- p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- r. Advertise, let, and supervise the construction of the Project.
- s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

#### **5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **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 June 30, 2022. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

## **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

## **8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

## **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, 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, NMSA 1978, Section 41-4-1, *et seq.*

## **10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

## **11. Scope of Agreement.**

This Agreement incorporates all 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 Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

## **12. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

### **13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

### **14. Equal Opportunity Compliance.**

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

### **15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

### **16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

### **17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page is 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: *Justin Reese*  
Justin Reese (Nov 10, 2020 16:58 MST)  
Cabinet Secretary or Designee

Date: Nov 10, 2020

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

By: *Aaron Frankland, Deputy General Counsel*  
Aaron Frankland, Deputy General Counsel (Nov 10, 2020 16:53 MST)  
Assistant General Counsel

Date: Nov 10, 2020

**City of Santa Fe**

By: *[Signature]*  
Title: Mayor

Date: Sep 16, 2020

Attest:

*Yolanda Y. Vigil*  
GB Mtg 09/09/20  
Yolanda Y. Vigil, City Clerk *GC*  
GC

**CITY ATTORNEY'S OFFICE:**

*Marcos Martinez*  
Marcos Martinez (Aug 7, 2020 11:44 MDT)

Senior Assistant City Attorney

Approved for Finances:

*Mary McCoy*

Mary T. McCoy, Finance Director

**ATTACHMENT A**  
**Minimum Design Standards**

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
  - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
  - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
  - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
  - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
  - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
  - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
  - g. **DEPARTMENT'S** Action Plan;
  - h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
  - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
  - j. **DEPARTMENT'S** Location Study Procedures;
  - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
  - l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
  - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

## ATTACHMENT B

### Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

**Entity** or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

## ATTACHMENT C

### Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

**CERTIFICATION NO. 1**

**CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE**

**Control No. L500429**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of-way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)** | **Local Public Agencies**, and Attachment B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):  
\_\_\_ a. have been relocated  
\_\_\_ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic**

Survey and Standards, (Current Edition).

9. That no angle parking has been provided in this Project.
10. That the **Public Entity** has completed a (check, which of the following conditions exists):
  - \_\_\_\_\_ a. 20 year pavement design; or
  - \_\_\_\_\_ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
  - a. Lighting;
  - b. signalization;
  - c. storm sewer and lift station;
  - d. landscape;
  - e. road exchange; and
  - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Attachment A.
17. That this certification procedure has been executed prior to advertisements for contract

bids or commencement of this Project.

IN WITNESS WHEREOF, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify that the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**City of Santa Fe**

By:  \_\_\_\_\_

Mayor

Date: Sep 16, 2020

**ATTEST:**

By: \_\_\_\_\_

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

**Public Entity Clerk**

**GB Mtg 09/09/20**



When completed, send Certification No. 1 to:

**District LGRF Coordinator**

**Department of Transportation**

**CERTIFICATION NO. 2**

**CERTIFICATION OF THE CONSTRUCTION PHASE**


**Control No. L500429**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Attachment A.
3. That all work in Control No. **L500429** was performed in accordance with the Agreement.
4. That the total Project cost of \_\_\_\_\_, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on \_\_\_\_\_ of \_\_\_\_\_, 20[#]

**IN WITNESS WHEREOF**, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**City of Santa Fe**

By:  \_\_\_\_\_ Date: Sep 16, 2020  
Mayor

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Public Entity Clerk** GB Mtg 09/09/20



When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**



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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2020-36**

**INTRODUCED BY:**

Councilor Chris Rivcra

Councilor Roman "Tiger" Abeyta

**A RESOLUTION**

**ACCEPTING A MUNICIPAL ARTERIAL PROGRAM ("MAP") COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION ("NMDOT") IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.**

**WHEREAS**, the New Mexico Department of Transportation ("NMDOT") has sent out a call for applications for Municipal Arterial Program ("MAP") grant funds for FY 2021/2022; and

**WHEREAS**, an intersection improvement project for Agua Fria Street and South Meadows Road has been identified as a priority by the Santa Fe Metropolitan Planning Organization and placed in the Metropolitan Transportation Plan; and

**WHEREAS**, the City of Santa Fe ("City") has placed the intersection improvement project for Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan ("CIP") for design and construction in FY 2017/2018 and 2018/2019 and 2019/2020; and

**WHEREAS**, the intersection improvement project for Agua Fria Street and South Meadows

1 Road has been placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City wide  
2 priority for Legislative funding for FY 2018/2019; and

3 **WHEREAS**, the intersection of Agua Fria Street and South Meadows Road is experiencing  
4 delays associated with continued growth due to current development in the area; and

5 **WHEREAS**, future development will add to existing delays at the intersection; and

6 **WHEREAS**, the City received \$25,000.00 in capital outlay funding from the 2015  
7 Legislature for design, right-of-way acquisition, and construction; and

8 **WHEREAS**, the City received \$100,000.00 in capital outlay funding from the 2018  
9 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the  
10 intersection of Agua Fria Street and South Meadows Road; and

11 **WHEREAS**, the City received \$125,000.00 in capital outlay funding from the 2019  
12 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South  
13 Meadows Road; and

14 **WHEREAS**, in FY 2019/2020 the City received \$440,750.00 through the NMDOT  
15 Municipal Arterial Program (MAP) grant program requiring a City match of \$146,917.00 for a total  
16 grant agreement amount of \$587,667.00; and

17 **WHEREAS**, the City applied and received funds for the Project through the MAP  
18 administered by the NMDOT; and

19 **WHEREAS**, the MAP cooperative agreement require a 25% local match; and

20 **WHEREAS**, in FY 2019/2020 the City received the City received \$113,869.00 through the  
21 NMDOT MAP grant program requiring a City match of \$37,956.00 for a total grant agreement  
22 amount of \$151,825.00; and

23 **WHEREAS**, in FY 2020/2021 the City received \$162,000.00 through the NMDOT MAP  
24 grant program requiring a City match of \$54,000.00 for a total grant agreement amount of  
25 \$216,000.00.



FISCAL IMPACT REPORT

General Information:

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

Short Title(s): South Meadows Intersection MAP Grant Acceptance

Sponsor(s): Councilors Rivera and Abevta

Revising Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 7/31/2020 Phone: (505) 955-6654

Reviewed by City Attorney: *Eric McJury* Date: Aug 13, 2020

Reviewed by Finance Director: *Mary Mcclay* Date: Aug 13, 2020

Summary:

This Resolution is to confirm the City's intent to administer the NMDOT Municipal Arterial Program grant funding for the planning, design, and construction of improvements to the Agua Fria St. and South Meadows Road intersection.

Departments Affected:

Public Works

Consequences of Not Enacting Legislation:

Additional funding sources will have to be used to fully fund the project and there may be a delay to designing and constructing the much needed improvements.

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

None identified.

Performance and Administrative Implications:

The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

Fiscal Implications:

In order to receive the \$162,000 additional MAP Funds for this project, we must match 25% or \$40,500 which are planned to be using Impact Fees.

Fiscal Impact

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

Expenditure Type	FYE 2021	FYE	FYE	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$	\$	\$				
Capital Outlay	\$	\$	\$				
Contractual	\$ 54,000	\$	\$		NR	Impact Fees	
Professional Services							
Operating	\$	\$	\$				\$
Total:	\$ 54,000	\$	\$				\$ 54,000

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

**Expenditure Narrative:**

The personnel costs will be absorbed by the current staff who will manage the project and administer the grant.

**Revenue**

Revenue Type	FYE 2021	FYE	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$	\$	\$		
Special Revenue	\$	\$	\$		
C/P	\$	\$	\$		
Enterprise	\$	\$	\$		
Internal Service	\$	\$	\$		
Trust and Agency	\$	\$	\$		
Federal	\$	\$	\$		
MAP Grant	\$ 162,000	\$	\$	NR	
Total	\$ 162,000	\$	\$		330

**Revenue Narrative:**

The City received \$162,000 from the NMDOT MAP Grant program, which requires the \$54,000 match noted above.



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: First Amendment to MAP Cooperative Agreement

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Public Works Staff Name Tom Graham

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

Tom Graham ADA Coordinator 03/22/2022

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

Fran Donahay (Apr 18, 2022 12:48 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 # 3202048

Contractor: NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500429)

Description: **First amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D18715/1 for L500429 "Agua Fria - South Meadows Intersection Improvements Project" from June 30, 2022 to June 30, 2023.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: November 10, 2020 Term End Date: June 30, 2022

Approved by Council Date: Sept. 09, 2020

**Contract / Lease: \$151,825.00**

Amendment # 1 to the Original Contract / Lease # D18715

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: June 30, 2023

Approved by Council Date: Pending

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Extending termination date of MAP Cooperative Agreement from June 30, 2022 to June 30, 2023.**

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

 Apr 18, 2022  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: N/A No Procurement - Exempt 13-1-98 A

4. Funding Source: 3309980 Project ST 18330AT Org / Object: 3309980.490150

 Apr 18, 2022  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Additional Org /Object: 3309980.572960

Staff Contact who completed this form: Tom Graham Phone # 955-6654

Email: tmgraham@santafenm.gov

### To be recorded by City Clerk:

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

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






# GB PWD NMDOT MAP Agreement (L500429 - Amendment #1 Agua Fria - South Meadows)

Final Audit Report

2022-04-14

Created:	2022-04-14
By:	Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH41GvbzImyS0ECwzt7nleDp3MgVPZ95G

## "GB PWD NMDOT MAP Agreement (L500429 - Amendment #1 Agua Fria - South Meadows)" History

-  Document created by Amanda Archuleta (ajarchuleta@ci.santa-fe.nm.us)  
2022-04-14 - 2:18:04 PM GMT- IP address: 63.232.20.2
-  Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature  
2022-04-14 - 2:18:53 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@santafenm.gov)  
2022-04-14 - 4:42:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2022-04-14 - 4:43:14 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2022-04-14 - 4:43:14 PM GMT




# City of Santa Fe New Mexico


## Memorandum



**Date:** April 21, 2022

**To:** Governing Body

**Via:** Regina Wheeler, Public Works Department Director   
RW

**From:** Tom Graham, ADA Coordinator   
TG

**RE:** Term Extension of Municipal Arterial Program Cooperative Agreement D18363/2 for Project L500383 “Agua Fria-South Meadows Intersection Improvements”

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### **ACTION:**

Request for Approvals of: A) Resolution; and B) Amendment No. 2 to the Municipal Arterial Program Grant Agreement L500383 Agua Fria-South Meadows Intersection Improvements Project Extending the Termination Date to June 30, 2023 (Tom Graham, [tmgraham@santafenm.gov](mailto:tmgraham@santafenm.gov) (505) 955-6654).

ITEM A. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_\_, (COUNCILOR RIVERA & COUNCILOR L. GARCIA) A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

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

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe received a FY2020/2021 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18363) from NMDOT in the amount of \$151,825 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of \$113,869 and requires a 25% City match of \$37,956. This Agreement which terminates on June 30, 2021, was approved by the City Council via Resolution 2019-50. The agreement was extended to June 30, 2022, and approved by the City Council via Resolution 2021-24.

The Agua Fria-South Meadows Intersection Improvements Project would upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, connection to NM599/County Road 62 Interchange and rapid residential growth in the area. On February 26, 2019, a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

**Summary of Project Funding**

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	\$25,000	Design	06/30/2019	\$25,000
NM State Capital Appropriation 2018	\$100,000	Design	06/30/2022	\$100,000
NM State Capital Appropriation 2019	\$125,000	Design	06/30/2023	\$125,000
NMDOT Municipal Arterial Program Funding 2019 (25% match from City Impact Fees)	\$587,667	Design and Construction	06/30/2020 Amendment #1 12/31/2021	\$302,874
NMDOT Municipal Arterial Program Funding 2020 (25% match from City Impact Fees)	\$151,825	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City Impact Fees)	\$216,000	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2022 (25% match from City Impact Fees)	\$124,444	Design and Construction	06/30/2023	
NMDOT Local Government Road Fund 2022 (25% match from City Impact Fees)	\$75,833	Reconstruction and Misc.	12/31/2022	
NMDOT Transportation Project Fund (5% match from City Impact Fees)	\$1,700,000	Construction	06/30/2025	
<b>TOTAL FUNDING RECEIVED</b>	<b>\$3,105,769</b>			
<b>TOTAL FUNDING EXPENDED</b>				<b>\$552,874</b>

This amendment extends the Agreement until June 30, 2023. The extension is requested because the engineering design is not yet complete. The project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of this spring. Construction is estimated to begin in the summer of 2022.

**ATTACHMENTS:**

- Resolution
- Amendment #2
- Amendment #1 21-0202
- MAP Cooperative Agreement 19-0787
- FIR
- Summary of Contracts
- Procurement Checklist

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**CITY OF SANTA FE, NEW MEXICO**

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

**INTRODUCED BY:**

Councilor Chris Rivera

Councilor Lee Garcia

**A RESOLUTION**

**APPROVING AMENDMENT NO. 2 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 GRANTING A TIME EXTENSION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.**

**WHEREAS**, the City of Santa Fe (“City”) and the New Mexico Department of Transportation (“NMDOT”) entered into an Agreement, Contract No. D18363, on October 18, 2019 for \$151,185 to plan, design and construct the intersection improvements at Agua Fria-South Meadows; and

**WHEREAS**, the original contract was established via Resolution 2019-40; and

**WHEREAS**, the contract’s original termination date of June 30, 2021 was extended to June 30, 2022 via Resolution No. 2021-24 on June 8, 2021; and

**WHEREAS**, a second amendment is needed to extend Contract No. D18363 to June 30, 2023 to complete the engineering design and obtain NMDOT certifications required for

1 construction; and

2           **WHEREAS**, moving forward with constructing this project remains a priority for the City  
3 to alleviate traffic delays and improve safety at this intersection; and

4           **WHEREAS**, this project is fully funded for construction.

5           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
6 **CITY OF SANTA FE** that the Governing Body supports extending the term of Contract No.  
7 D18363 to June 30, 2023.

8           **BE IT FURTHER RESOLVED** that the City of Santa Fe accepts responsibility for the  
9 Project; assumes the lead role in design development and construction of the Project; agrees to the  
10 terms, conditions, and certification and reporting requirements of the MAP cooperative project  
11 agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities  
12 related to the completion of the Project.

13           PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

14

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16

17 ATTEST:

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

18

19

\_\_\_\_\_

20 KRISTINE MIHELIC, CITY CLERK

21 APPROVED AS TO FORM:

22

23

  
\_\_\_\_\_

24 ERIN K. McSHERRY, CITY ATTORNEY

25

*Legislation/2022/Resolutions/Agua Fria South Meadows MAP 2 Grant Extension*

# FISCAL IMPACT REPORT

**General Information:**

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

Short Title(s): Agua Fria South Meadows MAP 2 Grant Extension.

Sponsor(s): Councilor Rivera and Councilor L. Garcia

Reviewing Department(s): Public Works

Staff Completing FIR: Tom Graham Date: 03/31/22 Phone: 995-6654

Reviewed by City Attorney: *Eric McCreary* Date: Apr 21, 2022

Reviewed by Finance Director: *Mary McCreary* Date: Apr 22, 2022

**Summary:**

The proposed Resolution would extend the NMDOT Municipal Arterial Program Cooperative Agreement No. D18363 for Project L500383 "Agua Fria-South Meadows Intersection Improvements Project" from June 30, 2022 to June 30, 2023 due to right-of-way acquisition delays to construct the project.

**Departments Affected:**

Public Works Department

**Consequences of Not Enacting Legislation:**

If this resolution is not adopted, the City will lose \$113,869.00 of construction funding which will cause more delays in completing the project.

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

This Resolution relates to a previously adopted Resolution for the same project.

**Performance and Administrative Implications:**

The City will need to find other ways to replace the funds that will be lost if the Resolution is not approved.

**Fiscal Implications:**

If the Resolution is not approved, the City will lose \$113,869.00 of construction funding.

**Fiscal Impact**

  X   Check here if no fiscal impact

**Expenditures**

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

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

**Expenditure Narrative:**

**There are no increased costs associated with this resolution because we are only requesting to extend the termination date of the Agreement.**

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**Revenue**

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

**Revenue Narrative:**

**None.**

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# City of Santa Fe New Mexico

## Memorandum



**Date:** April 11, 2022

**To:** Governing Body

**Via:** *Regina Wheeler*  
Regina Wheeler (Apr 13, 2022 12:39 MDT)  
Regina Wheeler, Public Works Department Director

**From:** Tom Graham, ADA Coordinator

**RE:** Term Extension of Municipal Arterial Program Cooperative Agreement D18363/2 for Project L500383 “Agua Fria-South Meadows Intersection Improvements”

---

### **ACTION:**

Request for Approvals of: A) Resolution; and B) Amendment No. 2 to the Municipal Arterial Program Grant Agreement L500383 Agua Fria-South Meadows Intersection Improvements Project Extending the Termination Date to June 30, 2023 (Tom Graham, [tmgraham@santafenm.gov](mailto:tmgraham@santafenm.gov) (505) 955-6654).

ITEM A. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_\_, (COUNCILOR RIVERA & COUNCILOR L. GARCIA) A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

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

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe received a FY2020/2021 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D18363) from NMDOT in the amount of \$151,825 for “Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements” at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of \$113,869 and requires a 25% City match of \$37,956. This Agreement which terminates on June 30, 2021 was approved by the City Council

via Resolution 2019-50. The agreement was extended to June 30, 2022 and approved by the City Council via Resolution 2021-24.

The Agua Fria-South Meadows Intersection Improvements Project would upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, connection to NM599/County Road 62 Interchange and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

### Summary of Project Funding

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	\$25,000	Design	06/30/2019	\$25,000
NM State Capital Appropriation 2018	\$100,000	Design	06/30/2022	\$100,000
NM State Capital Appropriation 2019	\$125,000	Design	06/30/2023	\$125,000
NMDOT Municipal Arterial Program Funding 2019 (25% match from City Impact Fees)	\$587,667	Design and Construction	06/30/2020 Amendment #1 12/31/2021	\$302,874
NMDOT Municipal Arterial Program Funding 2020 (25% match from City Impact Fees)	\$151,825	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City Impact Fees)	\$216,000	Design and Construction	06/30/2023	
NMDOT Municipal Arterial Program Funding 2022 (25% match from City Impact Fees)	\$124,444	Design and Construction	06/30/2023	
NMDOT Local Government Road Fund 2022 (25% match from City Impact Fees)	\$75,833	Reconstruction and Misc.	12/31/2022	
NMDOT Transportation Project Fund (5% match from City Impact Fees)	\$1,700,000	Construction	06/30/2025	
<b>TOTAL FUNDING RECEIVED</b>	<b>\$3,105,769</b>			
<b>TOTAL FUNDING EXPENDED</b>				<b>\$552,874</b>

This amendment extends the Agreement until June 30, 2023. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of this spring. Construction is estimated to begin in the summer of 2022.

#### ATTACHMENTS:

- Resolution 2022 –
- Amendment 2
- Amendment #1 21-0202
- MAP Cooperative Agreement 19-0787
- FIR

Summary of Contracts  
Procurement Checklist

<b>Contract No.</b>	<u>D18363/2</u>
<b>Vendor No.</b>	<u>54360</u>
<b>Control No.</b>	<u>L500383</u>
	<u> </u>

**SECOND AMENDMENT TO  
MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

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

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. **D18363**, on **October 18, 2019**; and,

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

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

**Whereas**, the parties agree to modify this Agreement.

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

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

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **6/30/2023**. 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.

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

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

**New Mexico Department of Transportation**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**City of Santa Fe**

By: \_\_\_\_\_

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

Name/Title: Alan Webber, Mayor

ATTEST:

By: \_\_\_\_\_  
Kristine Bustos-Mihelcic, City Clerk

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

CITY ATTORNEY'S OFFICE:

By: *Marco Martinez*  
Senior Assistant City Attorney

Date: Apr 1, 2022

APPROVED FOR FINANCES:

By: \_\_\_\_\_  
Mary McCoy, Finance Director

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

ITEM # 19-0787

Contract No. N18363  
Vendor No. 0000054360  
Control No. L500383

**MUNICIPAL ARTERIAL PROGRAM  
COOPERATIVE AGREEMENT**

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements. This Project will be referred to interchangeably as "Project" or "Project Control No. L500383 ." The Project is a joint and coordinated effort for which Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

- a. The estimated total cost for the Project is One Hundred Fifty One Thousand Eight Hundred Twenty Five Dollars and Thirty Three Cents (**\$151,825**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$113,869

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,  
Construction Management, Drainage and Misc. Improvements

2. The Public Entity's required proportional matching  
Share shall be 25% \$37,956  
For purpose stated above

3. Total Project Cost **\$151,825**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Fifty One Thousand Eight Hundred Twenty Five Dollars and Thirty Three Cents (**\$151,825**)
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.
- d. If the Project is not completed by the termination date in Section 6, the Public Entity shall return any unexpended funds.

### **3. The Department Shall:**

Make disbursement(s) to the Public Entity after receipt of a cover letter requesting funds, Notice of Award/Work Order, Notice to Proceed, Estimated Summary of Costs and Quantities, and verification of available funds. All required documents must include Department Project and Control Numbers.

### **4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Pay all costs, perform all labor and supply all material, except as provided in Section 2, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- c. Adopt a written Resolution of support for the Project, including an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project, which is attached as **Exhibit C**.
- d. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- e. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- f. Be responsible for performing or directing the performance of all design and pre-construction activity, including, but not limited to, the following:
  1. Utility Certification;
  2. Drainage and storm drain design;
  3. Geotechnical design;
  4. Pavement design;
  5. Traffic design;
  6. Structural design;
  7. Environmental and archeological clearances Certification;
  8. Right-of-way maps and acquisition Certification;
  9. Hazardous substance/waste site(s) contamination investigations;
  10. Railroad Certification; and
  11. Intelligent Transportation System (ITS) Certification.
- g. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- h. Cause all designs and PS&E's to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- i. Design the Project in accordance with **Attachment A**, "Minimum Design Standards", which is incorporated into this Agreement.
- j. Adhere to **Exhibit B**, "Minimum Survey and Right of Way Acquisition Requirements", which is incorporated into this Agreement.
- k. Comply with **Attachment C**, "Construction Phase Duties and Obligations", which is incorporated into this Agreement.
- l. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- m. Prior to Project construction, furnish the Department's District 5. Office "**Certification**

- of the Pre-Construction Contract Phase" form, which is attached as Certification No. 1.**
- n. Within thirty (30) days of completion, furnish the Department's District 5. Office **"Certification of Construction Phase"** form, which is attached as Certification No. 2.
  - o. Within thirty (30) days of completion, furnish the Department's District 5. Office the **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Certification No. 3. The report should reflect the total cost of project as stated in **"Certification of Construction Phase"** form.
  - p. Failure to timely provide Certifications Nos. 1, 2 and 3, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
  - q. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
  - r. Advertise, let, and supervise the construction of the Project.
  - s. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
  - t. Allow the Department to perform a final inspection of the Project to determining if the Project was constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet requirements and standards as determined by the Department will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.
  - u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

**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 June 30, 2021. In the event an extension to the term is needed, the Public Entity

shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4u and 5.

**8. Third Party Beneficiary.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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.

**9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, 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, NMSA 1978, Section 41-4-1, *et seq.*

**10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

**11. Scope of Agreement.**

This Agreement incorporates all 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 Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

**12. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or

otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page is 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:   
Cabinet Secretary or Designee

Date: 10/18/19

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

By:   
Assistant General Counsel

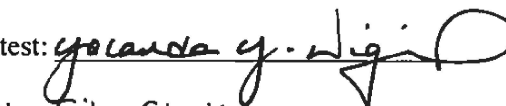
Date: 10-16-19

**City of Santa Fe**

By: 

Date: 9/30/19

Title: Mayor

Attest: 

Title: City Clerk

cc mtg. 9-25-19



**ATTACHMENT A**  
**Minimum Design Standards**

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
  - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
  - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
  - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
  - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
  - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
  - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
  - g. **DEPARTMENT'S** Action Plan;
  - h. **DEPARTMENT'S** Local Government Road Fund Project Handbook; Current Edition;
  - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
  - j. **DEPARTMENT'S** Location Study Procedures;
  - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
  - l. Other design publications as outlined in the **DEPARTMENT'S** Local Government Road Fund Project Handbook.
  - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

## ATTACHMENT B

### Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown. Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61023-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public**

**Entity** or contracted (fee) appraisers shall not be used unless fully qualified.

11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations. In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.
12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

## ATTACHMENT C

### Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

**CERTIFICATION NO. 1**

**CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE**

**Control No. L500383**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity**(including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition)] Local Public Agencies, and Attachment B.**
4. That all utilities within the location of this construction Project (check one or both of the following conditions):  
 a. have been relocated  
 b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic**

- Survey and Standards, (Current Edition).
9. That no angle parking has been provided in this Project.
  10. That the **Public Entity** has completed a (check, which of the following conditions exists):
    - \_\_\_\_\_ a. 20 year pavement design; or
    - \_\_\_\_\_ b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
  11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual.**
  12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum (Current Update)** and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
  13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan,**(Current Edition).
  14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan,** (Current Edition).
  15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
    - a. Lighting;
    - b. signalization;
    - c. storm sewer and lift station;
    - d. landscape;
    - e. road exchange; and
    - f. any other applicable agreements.
  16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Attachment A.
  17. That this certification procedure has been executed prior to advertisements for contract

bids or commencement of this Project.

**IN WITNESS WHEREOF,** \_\_\_\_\_ in his/her  
capacity as \_\_\_\_\_ of \_\_\_\_\_ does  
hereby certify that the aforementioned matters stated herein are true to his/her knowledge and  
belief and does hereby set his/her hand and seal this day and year specified below:

**City of Santa Fe**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Public Entity Clerk

When completed, send Certification No. 1 to:

**District LGRF Coordinator  
Department of Transportation**

**CERTIFICATION NO. 2**  
**CERTIFICATION OF THE CONSTRUCTION PHASE**

**Control No. L500383**

I, \_\_\_\_\_, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Attachment A.
3. That all work in Control No. **L500383** was performed in accordance with the Agreement.
4. That the total Project cost of \_\_\_\_\_, with New Mexico Department of Transportation "**DEPARTMENT**" 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on \_\_\_\_\_ of \_\_\_\_\_, 20[##]

**IN WITNESS WHEREOF**, \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

**City of Santa Fe**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

**ATTEST:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**Public Entity Clerk**

When completed, send Certification No. 2 to:

**District LGRF Coordinator, Department of Transportation**



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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2019-50**

**INTRODUCED BY:**

Councilor Christopher M. Rivera

Councilor Signe I. Lindell

Councilor Renee D. Villarreal

**A RESOLUTION**

**ACCEPTING A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.**

**WHEREAS**, the New Mexico Department of Transportation (“NMDOT”) sent out a call for applications for Municipal Arterial Program (“MAP”) grant funds for FY 2020/2021; and

**WHEREAS**, an intersection improvement project for Agua Fria Street and South Meadows Road is identified as a priority by the Santa Fe Metropolitan Planning Organization and placed in the Metropolitan Transportation Plan; and

**WHEREAS**, the City of Santa Fe (“City”) placed the intersection improvement project for Agua Fria Street/South Meadows Road Intersection (“Project”) on the Capital Improvement Plan (“CIP”) for design and construction in FY 2017/2018 and 2018/2019; and

**WHEREAS**, the intersection improvement project for Agua Fria Street and South Meadows

1 Road was also placed on the Infrastructure Capital Improvements Plan ("ICIP") as a City wide  
2 priority for Legislative funding for FY 2018/2019; and

3 **WHEREAS**, the intersection of Agua Fria Street and South Meadows Road is experiencing  
4 delays associated with continued growth due to current development in the area; and

5 **WHEREAS**, future development will add to existing delays at the intersection; and

6 **WHEREAS**, the City received \$25,000.00 in capital outlay funding for this project from the  
7 2015 Legislature for design, right-of-way acquisition, and construction; and

8 **WHEREAS**, the City received \$100,000.00 in capital outlay funding from the 2018  
9 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the  
10 intersection of Agua Fria Street and South Meadows Road; and

11 **WHEREAS**, the City received \$125,000.00 in capital outlay funding from the 2019  
12 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South  
13 Meadows Road; and

14 **WHEREAS**, in FY 2019/2020 the City received \$440,750.00 through the NMDOT  
15 Municipal Arterial Program (MAP) grant program requiring a City match of \$146,917.00 for a total  
16 grant agreement amount of \$587,667.00 for planning, design, construction, reconstruction, pavement  
17 rehabilitation, drainage, and miscellaneous improvements to the intersection; and

18 **WHEREAS**, the City applied for funds for the Project through the MAP administered by the  
19 NMDOT; and

20 **WHEREAS**, the MAP cooperative agreement requires a 25% local match; and

21 **WHEREAS**, the City received \$113,869.00 through the NMDOT MAP grant program  
22 requiring a City match of \$37,956.00 for a total grant agreement amount of \$151,825.00.

23 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
24 **CITY OF SANTA FE** that the Governing Body accepts the Project MAP cooperative grant award  
25 from the NMDOT.

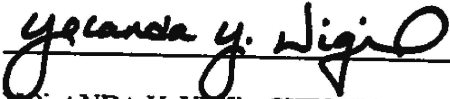
1           **AND BE IT FURTHER RESOLVED** that the City of Santa Fe accepts responsibility for  
2 the Project; assumes the lead role in design development and construction of the Project; agrees to the  
3 terms, conditions, and certification and reporting requirements of the MAP cooperative project  
4 agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities  
5 related to the completion of the Project.

6           **PASSED, APPROVED, and ADOPTED** this 25<sup>th</sup> day of September, 2019.

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10           ALAN M. WEBBER, MAYOR

11           **ATTEST:**

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13 

14           YOLANDA Y. VIGIL, CITY CLERK

15           **APPROVED AS TO FORM:**

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17 

18           ERIN K. McSHERRY, CITY ATTORNEY

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25           *Legislation/2019/Resolutions/2019-50 Agua Fria South Meadows MAP Grant Acceptance*

<b>Contract No.</b>	<u>D18363/1</u>
<b>Vendor No.</b>	<u>54360</u>
<b>Control No.</b>	<u>L500383</u>
	<u> </u>

**FIRST AMENDMENT TO  
MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT**

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

**RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. **D18363**, on **October 18, 2019**; and,

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

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

**Whereas**, the parties agree to modify this Agreement.

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

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

**6. Term.**

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **6/30/2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

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

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

**New Mexico Department of Transportation**

By: *Justin Reese*  
Justin Reese (Jun 8, 2021 11:32 MDT)  
Cabinet Secretary or Designee

Date: Jun 8, 2021

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

By: *Judith E. Pazur*  
Assistant General Counsel

Date: Jun 8, 2021

**City of Santa Fe**

By: *[Signature]*

Date: May 19, 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: *Kristine Mihelcic*  
Kristine Mihelcic (May 19, 2021 15:06 MDT)  
City Clerk

Date: May 19, 2021

GB Mtg 04/28/2021

City Attorney's Office:

*Marcos Martinez*  
Marcos Martinez (Apr 8, 2021 10:14 MDT)

Senior Assistant City Attorney

Approved for Finances:

*Alexis Lotero, Assistant Finance Director*  
Alexis Lotero, Assistant Finance Director (May 17, 2021 15:23 MDT)  
Finance Director

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2021-24**

3 **INTRODUCED BY:**

4  
5 Councilor Christopher Rivera

6 Councilor Roman "Tiger" Abeyta

7  
8  
9  
10 **A RESOLUTION**

11 **REQUESTING APPROVAL OF AMENDMENT NO. 1 TO A MUNICIPAL ARTERIAL**  
12 **PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF**  
13 **TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500383 GRANTING A TIME**  
14 **EXTENSION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA**  
15 **STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.**

16  
17 **WHEREAS**, this amendment extends the agreement until June 30, 2022. Extending the term  
18 of this agreement is necessary to seek additional funding for construction; and

19 **WHEREAS**, the New Mexico Department of Transportation ("NMDOT") sent out a call for  
20 applications for Municipal Arterial Program ("MAP") grant funds for FY 2020/2021; and

21 **WHEREAS**, an intersection improvement project for Agua Fria Street and South Meadows  
22 Road is identified as a priority by the Santa Fe Metropolitan Planning Organization and placed in the  
23 Metropolitan Transportation Plan; and

24 **WHEREAS**, the City of Santa Fe ("City") placed the intersection improvement project for  
25 Agua Fria Street/South Meadows Road Intersection ("Project") on the Capital Improvement Plan

1 (“CIP”) for design and construction in FY 2017/2018 and 2018/2019; and

2 **WHEREAS**, the intersection improvement project for Agua Fria Street and South Meadows  
3 Road was also placed on the Infrastructure Capital Improvements Plan (“ICIP”) as a City-wide priority  
4 for Legislative funding for FY 2018/2019; and

5 **WHEREAS**, the intersection of Agua Fria Street and South Meadows Road is experiencing  
6 delays associated with continued growth due to current development in the area; and

7 **WHEREAS**, additional projected development will exacerbate existing delays at the  
8 intersection; and

9 **WHEREAS**, the City received \$25,000.00 in capital outlay funding for this project from the  
10 2015 Legislature for design, right-of-way acquisition, and construction; and

11 **WHEREAS**, the City received \$100,000.00 in capital outlay funding from the 2018  
12 Legislature to purchase rights-of-way and to plan, design, and construct road improvements at the  
13 intersection of Agua Fria Street and South Meadows Road; and

14 **WHEREAS**, the City received \$125,000.00 in capital outlay funding from the 2019  
15 Legislature to plan, design, and construct rights-of-way improvements to Agua Fria Street and South  
16 Meadows Road; and

17 **WHEREAS**, in FY 2019/2020 the City received \$440,750.00 through the NMDOT grant  
18 program requiring a City match of \$146,917.00 for a total grant agreement amount of \$587,667.00 to  
19 be used for planning, design, construction, reconstruction, pavement rehabilitation, drainage, and  
20 miscellaneous improvements to the intersection; and

21 **WHEREAS**, the City applied for funds for the Project through the MAP administered by the  
22 NMDOT; and

23 **WHEREAS**, the MAP cooperative agreement requires a 25 percent local match; and

24 **WHEREAS**, the City received \$113,869.00 through the NMDOT MAP grant program,  
25 requiring a City match of \$37,956.00 for a total grant agreement amount of \$151,825.00; and

1           **WHEREAS**, from 2015 through 2020, the City has obtained funding from Legislative  
2 Appropriations and MAP for planning, design, and construction of Agua Fria-South Meadows  
3 Intersection Improvements Project in the total amount of \$1,151,492; and

4           **WHEREAS**, \$552,874.00 was used for engineering design, leaving only \$598,618 available  
5 for construction; and


6           **WHEREAS**, in March 2021, the City applied for additional funding for \$1,000,000 from Local  
7 Government Road Funds (LGRF) and another \$500,000.00 from MAP; and

8           **WHEREAS**, if approved, the additional funding would be available November 2021,  
9 supporting planned construction in spring 2022; and

10           **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
11 **CITY OF SANTA FE** that the Governing Body extends the completion dates of the Project MAP  
12 cooperative grant award from the NMDOT to June 30, 2022.


13           **AND BE IT FURTHER RESOLVED** that the City of Santa Fe accepts responsibility for the  
14 Project; assumes the lead role in design development and construction of the Project; agrees to the  
15 terms, conditions, and certification and reporting requirements of the MAP cooperative project  
16 agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related  
17 to the completion of the Project.

18           PASSED, APPROVED, and ADOPTED this 28th day of April, 2021.

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21 ALAN WEBBER, MAYOR


22 ATTEST:

23   
24 Kristine Mihelcic (May 1, 2021 09:51 MDT)

25 KRISTINE MIHELICIC, CITY CLERK

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APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second Amendment to MAP Cooperative Agreement

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Public Works Staff Name Tom Graham

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

Tom Graham ADA Coordinator 03/22/2022

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

  
Fran Dunaway (Apr 18, 2022 10:12 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 # 3202048

Contractor: NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500383)

Description: Second amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D18363/2 for L500383 "Agua Fria - South Meadows Intersection Improvements Project" from June 30, 2022 to June 30, 2023.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: Oct. 18, 2019 Term End Date: June 30, 2021

Approved by Council Date: Sept. 30, 2019

**Contract / Lease: \$151,825.00**

Amendment # 1 to the Original Contract / Lease # D18363

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: June 30, 2022

Approved by Council Date: April 28, 2021

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Extending termination date of MAP Cooperative Agreement from June 30, 2022 to June 30, 2023.**

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

*Fran D'Amico*  
Fran D'Amico (Apr 18, 2022 10:12 MDT)

Purchasing Officer Review:

Apr 18, 2022

Date:

Comment & Exceptions: N/A 181-98 A entity to entity- No procurement NMDOT

4. Funding Source: 3309980 Project ST 18330AT Org / Object: 3309980.490150

*Andy Hopkins*  
Andy Hopkins (Apr 14, 2022 12:00 MDT)

Budget Officer Approval:

Apr 14, 2022

Date:

Comment & Exceptions: Additional Org /Object: 3309980.572960

Staff Contact who completed this form: Tom Graham Phone # 955-6654

Email: tmgraham@santafenm.gov

To be recorded by City Clerk:

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

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



# City of Santa Fe, New Mexico

## Memorandum



**Date:** May 13, 2022

**To:** Public Work Utilities Committee/Finance Committee/Governing Body

**Via:** Regina Wheeler, Public Works Department Director *RW*  
RW

**From:** Melissa A. McDonald, Parks and Open Space Division Director *MMC*  
MMC

**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 allow up to ten (10) small commercial permits for community events on the Santa Fe Historic Plaza (Melissa McDonald, Parks and Open Space Division Director, [mamcdonald@santafenm.gov](mailto:mamcdonald@santafenm.gov), 505-303-9502)

### **BACKGROUND/SUMMARY:**

Community events held in the plaza park have had a desire to incorporate a small number of vendors to enhance their event and to support the entrepreneurial businesses associated with the event. With outdoor activities gaining in popularity and a predicted rise in tourism as a result of a likely-waning pandemic, enhanced events are being requested. This bill would allow up to ten (10) small commercial permits for community events in addition to the eight (8) major commercial events that already occur annually on the Plaza. Small commercial event permittees will be required to respect the spaces currently used by existing plaza and push cart vendors. No booths will be allowed on any streets surrounding the Plaza. These events, permitted on a first-come, first-permitted basis, will promote tourist and local 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 unknown. Additional costs and revenue associated with these events were not included in the FY23 budget.

### **ATTACHMENTS:**

Bill  
Fiscal Impact Report (FIR)

[bracketed material] = delete  
underscored material = new

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**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2022-\_\_**

**INTRODUCED BY:**

Councilor Renee Villarreal

Councilor Chris Rivera

**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:

([+]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;

- 1                    ([6]f) Indian Market;
- 2                    ([7]g) Santa Fe Fiesta Labor Day Arts and Crafts Market; and
- 3                    ([8]h) Santa Fe Fiesta.

4                    [B](2). Each of the major commercial events noted in paragraph A above shall  
5 continue their assigned locations, and the Contemporary Hispanic Market shall be  
6 allocated the space along Lincoln Avenue between Palace Avenue and Federal Place.

7                    ([+3]3) In order to accommodate the Spanish Market's growth requirements, this  
8 subsection will allow the Spanish Colonial Arts Society use of East San Francisco Street  
9 from Don Gaspar Avenue to Cathedral Place and Palace Avenue from Grant Avenue to  
10 Cathedral Place. The Spanish Market will also extend thirty-three feet, six inches (33'  
11 6") onto the east side of Lincoln Avenue. This will allow the Spanish Colonial Arts  
12 Society the similar configuration as the Southwest Indian Arts' annual Indian Market.

13                    ([2]4) This subsection will allow the Contemporary Hispanic Market use of  
14 Lincoln Avenue from Palace Avenue intersection starting at thirty-three feet six inches  
15 (33' 6") on the east side and twenty feet (20') from the fire hydrant on the west side all  
16 the way to Federal Place. This will allow the Contemporary Hispanic Market the ability  
17 to provide for their immediate and future growth needs. Depending upon the number of  
18 booths, as an alternative to using Lincoln Avenue between Marcy Street and Federal  
19 Place, the city may require booths to be located on Marcy Street between Lincoln Avenue  
20 and Sheridan Street.

21                    [C]5. Each of the major commercial events noted in paragraph A(1) above  
22 shall submit a preliminary site plan for their event to city staff for their review and  
23 approval no less than three (3) months prior to the event. Adequate access for public  
24 health, safety and welfare shall be maintained. Access to existing businesses shall be  
25 considered. The city may require specific booth layouts. The city shall provide written

1 comments to the event sponsor on the preliminary site plan within thirty (30) days of  
2 receipt of the plan. A final site plan shall be submitted to city staff no less than one (1)  
3 month prior to the event for their review and approval. City staff shall conduct  
4 inspections at the time of event setup.

5 B. Small Commercial Events.

6 (1) Ten (10) permits per calendar year for small commercial events held in  
7 the Plaza on a first-come, first-permitted basis.

8 (2) Small commercial events are limited to using the Plaza Park.

9 (3) Spaces utilized by plaza artists/artisans pursuant to Section 23-5.3 SFCC  
10 1987 and spaces utilized by plaza pushcart vendors pursuant to Section 23-5.5 SFCC  
11 1987 shall be reserved for the plaza artists/artisans and plaza pushcart vendors during  
12 small commercial events.

13 ~~[D]~~C. Community Days Festival may occur on the Plaza the Friday, Saturday, and  
14 Sunday preceding the Memorial Day Weekend.

15 ~~[E]~~D. ~~[No other e]~~Events other than those noted in paragraphs A, B, and C above shall  
16 not occur on the Plaza unless ~~[it qualifies]~~they qualify as a noncommercial use. Sponsoring  
17 organizations shall comply with the fees as authorized in subsection 23-4.7 SFCC 1987 and  
18 established by resolution, unless the event is sponsored by the city.

19 ~~[F]~~E. Except for the authority to issue Plaza Park artist/artisan licenses for sales  
20 activity on the Plaza Park pursuant to subsection 23-5.3 SFCC 1987, a permit or authority to use  
21 the Plaza Park shall be granted only to a nonprofit organization and not an organization for profit  
22 or an individual.

23 ~~[G]~~E. The governing body shall, by resolution, authorize either a committee or city  
24 staff to receive, review and approve or deny requests for any function of a commercial or  
25 noncommercial use on the Plaza or Plaza Park.

1            ~~[H]~~G. Applicants for use of the Plaza or Plaza Park shall follow and be subject to the  
2 procedures, requirements, and restrictions adopted by the governing body.

3            ~~[F]~~H. Any decision by the city manager or the city manager's designee may be appealed  
4 to the governing body within thirty (30) days of the decision. This provision does not apply to  
5 Plaza Park artist/artisan licenses that shall comply with subsection 23-5.3 SFCC 1987.

6            ~~[J]~~I. The city shall appoint a staff liaison for all major and small commercial events  
7 or noncommercial uses on the Plaza to oversee the administration of city regulations as they  
8 apply to each event.

9            ~~[K]~~J. Fees for the major and small commercial events shall be established by the  
10 governing body by adoption of a resolution. Fees shall not be waived.

11           ~~[L]~~K. Sponsors of special events shall be responsible for ensuring that all participants  
12 in their event have special event vendor licenses. Special event sponsor license applications and  
13 special event vendor license applications shall include a statement signed by the applicant that  
14 the applicant agrees to file and pay applicable gross receipts taxes on receipts from the special  
15 event. Sponsors shall file with the city the informational material they distribute to the vendors  
16 regarding the vendor's responsibility to file and pay gross receipts taxes on their sales at the  
17 special event.

18           PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

19 APPROVED AS TO FORM:

20   
21 \_\_\_\_\_  
22 ERIN K. McSHERRY, CITY ATTORNEY

23  
24  
25 *Legislation/2022/Bills/Small Commercial Events on The Plaza*

## 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:  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**

<b>Expenditure Type</b>	<b>FYE 23</b>	<b>FYE 24</b>	<b>FYE 25</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
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.**

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**Revenue**

<b>Revenue Type</b>	<b>FYE</b> _____	<b>FYE</b> _____	<b>FYE</b> _____	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	\$ 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.**

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**Signature:**

**Email:** mamcdonald@santafenm.gov

**Signature:** *Regina Wheeler*  
Regina Wheeler (Apr 29, 2022 11:27 MDT)

**Email:** rawheeler@santafenm.gov



# City of Santa Fe, New Mexico

## Memorandum



**Date:** April 22, 2022

**To:** Public Works & Utilities Committee, Finance Committee, Governing Body

**Via:** Regina Wheeler, Public Works Department Director *RW*

**From:** Sam Burnett, Facilities Division Director *JSB*  
JSB

**RE:** Approval of the Allocation of 3.24 Acre-Feet of Water to the Southside Teen Center

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### EXECUTIVE SUMMARY:

City of Santa Fe Facilities staff is requesting the Governing Body approve the allocation of 3.24 acre-feet of available water rights for the Southside Teen Center with the attached resolution. The Southside Teen Center is a new city facility now under construction. It is located at the south-west corner of Country Club Road and Valentine Way. The Teen Center is designed to provide spaces for Santa Fe youth to de-stress, stay healthy and build relationships. This facility will include a gym, performance stage, game room, breakout areas and a commercial kitchen. It is designed with water conserving fixtures and will achieve a LEED Silver certification, which will make it one of the City's most sustainable buildings.

### BACKGROUND:

SFCC 1987, Section 25-9.6(C) states that "The governing body may allocate by resolution some or all of the water available for allocation to both city and other uses and projects that meet the city's priorities." The City currently has 142 acre feet available in its 'Water Bank' for allocation by the Governing Body. The Southside Teen Center has a Development Water Budget of 3.24 acre feet per year, which includes required water offsets for the indoor and outdoor water usage including a 9.8% overage allowance to provide for the aforementioned water utility demand at the center.

### ACTION REQUESTED:

Staff requests approval of Resolution 2022-\_\_\_ for 3.24 acre-feet of available water rights to be allocated for the Southside Teen Center.

### ATTACHMENTS:

Resolution 2022-\_\_\_  
Fiscal Impact Report  
Water Budget Calculations by Wilson & Company

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**CITY OF SANTA FE, NEW MEXICO**

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

**INTRODUCED BY:**

Councilor Chris Rivera	Councilor Amanda Chavez
Councilor Michael Garcia	Councilor Signe Lindell
Councilor Jamie Cassutt	Councilor Carol Romero-Wirth

**A RESOLUTION**

**ALLOCATING THREE AND A QUARTER ACRE FEET OF AVAILABLE WATER FROM THE CITY’S EXISTING WATER SUPPLY TO THE SOUTHSIDE TEEN CENTER.**

**WHEREAS**, SFCC 1987, Section 25-9.6(A) provides that “[u]pon review of the annual water budget, the governing body shall determine if water is available for allocation”; and

**WHEREAS**, there are currently 142 acre-feet available for allocation by the City of Santa Fe (“City”); and

**WHEREAS**, SFCC 1987, Section 25-9.6(C) provides that “[t]he governing body may allocate by resolution some or all of the water available for allocation to both city and other uses and projects that meet the city’s priorities”; and

**WHEREAS**, the Southside Teen Center, a new City facility that began construction in the fall of 2021, will be serviced by City water and is located inside the City limits at the corner of Country Club Drive and Valentine Way; and

**WHEREAS**, the Southside Teen Center is designed to provide spaces for young residents

1 of Santa Fe to de-stress, stay healthy, and build relationships with their peers; and

2 **WHEREAS**, the design of the Southside Teen Center includes a gym, performance stage,  
3 game room, break out areas, and a commercial kitchen; and

4 **WHEREAS**, the Southside Teen Center has a Development Water Budget of 3.24 acre-  
5 feet per year, including required water offsets for the indoor and outdoor water usage plus a 9.8%  
6 overage allowance to provide for the aforementioned water utility demand at the Southside Teen  
7 Center.

8 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
9 **CITY OF SANTA FE** that, pursuant to SFCC 1987, Section 25-9.6, the Governing Body hereby  
10 allocates 3.24 acre-feet per year of available water from the City’s existing water supply to the  
11 Southside Teen Center.

12 **BE IT FURTHER RESOLVED** that the City shall retain title to the water rights.

13 PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

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15  
16  
17 ATTEST:

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

18  
19 \_\_\_\_\_  
20 KRISTINE MIHELICIC, CITY CLERK

21 APPROVED AS TO FORM:

22   
23 \_\_\_\_\_

24 ERIN K. MCSHERRY, CITY ATTORNEY

25 *Legislation/2022/Resolutions/Southside Teen Center Water Allocation*

## FISCAL IMPACT REPORT

### General Information:

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

Short Title(s): Southside Teen Center Water Allocation

Sponsor(s): Councilor Rivera, Councilor Chavez, Councilor Michael Garcia, Councilor Lindell, Councilor Cassutt, Councilor Romero-Wirth

Reviewing Department(s): Public Utilities, Public Works

Staff Completing FIR: John Dillon & Therese Martinez Date: April 13, 2022 Phone: \_\_\_\_\_

Reviewed by City Attorney:  Date: Apr 22, 2022

Reviewed by Finance Director:  Date: Apr 22, 2022

### Summary:

The Southside Teen Center has a development water budget of 3.24 acre-feet per year, including required water offsets for indoor and outdoor water usage plus a 9.8% overage allowance to provide for water utility demand.

### Departments Affected:

Public Utilities and Public Works

### Consequences of Not Enacting Legislation:

The consequences of not enacting this resolution will be that there will not be water to construct or operate the Southside Teen Center.

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

This proposed resolution does not create conflicts.

### Performance and Administrative Implications:

There are no comparable alternatives to water rights that are available at this time.

### Fiscal Implications:

The projected cost in FY 21-22 is based on a cost of \$16,600 per acre-foot of water provided from available City-owned water rights within the water bank. The calculated cost of \$53,784 is based on the substitute cost of water offset fees that could be earned from small residential or commercial developments needing to pay water demand offsets. This is a one-time startup expense.

### Fiscal Impact

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$53,784	\$ _____	\$ _____		NR	505	\$ _____
<u>Total:</u>	\$53,784	\$ _____	\$ _____				\$ _____

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

**Expenditure Narrative:**

The projected costs are based on allocating 3.24 acre-feet in FYE 21-22 at a cost of \$16,600 per acre-foot of water provided from the available City-owned water rights. The total calculated cost is based on the substitute cost of water offset fees that could be earned from small residential or commercial developments needing to pay water demand offsets.

**Revenue**

Revenue Type	FYE 21-22	FYE 22-23	FYE 23-24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other		\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

**Revenue Narrative:**





4401 Masthead Street NE Suite 150,  
 Albuquerque, NM 87109  
 505-348-4000 phone  
 505-348-4055 fax

**Date of Issue:** December 16, 2021,  
**Project:** Santa Fe Teen Center  
 Santa Fe, NM

A water budget has been developed by calculations of GPY (Gallons per year) for each plumbing fixture needing water. For the Southside Teen Center there is multiple clusters of restrooms, a kitchen, some other specified sinks, and irrigation services. The GPY is added up for each fixture and summed to give the values in GPY and Acre-Feet. Under the offset chart provided by water development had no "Teen Centers" therefore a similar building was used for approximation.

Water Budget - Santa Fe Southside Teen Center		
	Annual Use Year 1	Annual Use Year 3
Building Use	907,439 Gal	907,439 Gal
Landscaping	52,688 Gal	34,248 Gal
Subtotal	960,127 Gal	941,687 Gal
9.8% Contingency	94,092 Gal	92,285 Gal
Total	1,054,219 Gal	1,033,972 Gal
Converted to Acre-Feet	<b>3.24</b>	<b>3.17</b>

Type of Use	Amount of Acre Feet	Fee	Unit of Measurement
Car Rental	0.12	\$1992	Per Site
Car Sales	0.07	\$1162	Per 10,000 sq ft
Self Storage	0.13	\$2158	Per Site
<b>PUBLIC SERVICES</b>			
Parks	1.48	\$24,568	Per Acre
Schools, Daycare	0.85	\$14,110	Per 100 children
Schools, Elementary	0.53	\$8798	Per 100 students
Schools, Middle	1.68	\$27,888	Per 100 students
Schools, High	2.64	\$43,824	Per 100 students
Places of Worship	0.15	\$2490	Per Site
Places of Worship w/ Daycare & School	0.95	\$15,770	Per Site

Southside Teen Center will have occupancy of 580.

Table above Schools, Daycare 0.85 Acre-feet per 100 children

**6(approximate 580 occupants)\*0.85x1.098 (9.8%contingency)=5.6 acre-feet**

**Zurn calculated value= 3.24 acre-feet (less than 5.6 acre-feet)**

According Development and Design Standards Article 14-8.13 – Development Water Budgets

Develop a detailed alternative development water budget for the development project supported by reliable data that demonstrates that the anticipated annual water use will be less than if based on the Water Division's standard formulas.

Issued By: Arthur Barraza, Mechanical EIT  
 Wilson & Company, Inc., Engineers & Architects

**Signature:** 

**Email:** rawheeler@ci.santa-fe.nm.us

**Signature:**

**Email:** jsburnett@santafenm.gov

# City of Santa Fe, New Mexico

# memo

Date: April 26, 2022

To: Governing Body

Via: *Regina Wheeler*  
Regina Wheeler (Apr 28, 2022 10:59 MDT)

Regina Wheeler, Public Works Department Director

From: Jose Lerma, Traffic Operations Manager

Subject: General Services Contract – Econolite Control Products

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## Action Item:

Request for approval of a General Services Contract with Econolite Control Products in the total amount of \$499,699.80 excluding NMGRT to furnish and install new traffic signal controllers using funds allocated by Governing Body on March 9, 2022. (Jose Lerma, Traffic Operations Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov) ; 505-955-2431)

## Background and Summary:

The traffic signal controllers in the City of Santa Fe are antiquated, failing and non-repairable. New controllers will not only provide reliability, but also features for more efficient maintenance and operations of traffic signals.

The contractor will provide, install and configure 120 new traffic signal controllers and provide 10 spare controllers for rapid response repair. The conversion will take up to 6 months once equipment is received by the vendor. The contractor will also provide two years of warranty repairs and ongoing technical support to operate and maintain the new controllers.

On March 9<sup>th</sup>, 2022 the Governing Body approved a BAR to fund traffic signal repairs.

## Procurement Method:

The procurement method is the NM Statewide Price Agreement # 00-80500-20-16819 – Traffic Signal Equipment and Supplies. This statewide price agreement expires on 08/20/2022.

## Funding Source:

Fund Name/Number: CIP Street & Roadways/330

Munis Org Name/Number: Streets and Roadways CIP/3309980

Munis Object Name/Number: Service Contracts/510310

## Attachments:

- General Services Contract
- Summary of Contracts
- Procurement Checklist
- NM Statewide Price Agreement
- Econolite Proposal
- Econolite Warranty

Item# \_\_\_\_\_  
Munis Contract# \_\_\_\_\_

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

Traffic Signal Controllers and Installation

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Econolite, 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 Econolite. "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:

- 1) Furnish one hundred thirty (130) Cobalt G-Series traffic signal controllers.
- 2) Field Engineering - technical labor for EOS database conversions, traffic signal database programming, field deployment of traffic signal controllers to traffic signals and communication setups.

3. Compensation

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Cobalt Controllers	130	\$416,000
02 Field Engineering – Technical Labor		\$80,000

The total compensation under this Agreement shall not exceed \$499,699.80 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

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

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

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

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, 2023**. 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 as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. 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:  
Traffic Operations  
1142 Siler Road  
Santa Fe, NM 87501

To the Contractor:  
Econolite  
1660 Old Pecos Trail, Suite H  
Santa Fe, NM

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:  
Econolite – Jessy Otero, Account Manager  
1660 Old Pecos Trail, Suite H  
Santa Fe, NM

42. Succession

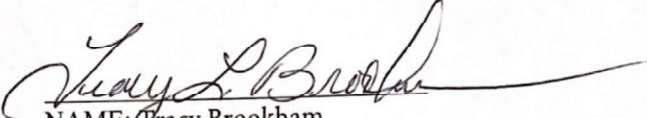
This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:

CONTRACTOR: Econolite

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

  
NAME: Tracy Brookham

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

\_\_\_\_\_  
TITLE: District Manager

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

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:


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

CITY ATTORNEY'S OFFICE:

  
Marcos Martinez (Apr 14, 2022 16:13 MDT)  
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

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

330.3309980.510310   
Org.Name/Org.# AH

# WARRANTY

Econolite Control Products, Inc. (Econolite) warrants the products listed to the original purchasing agency (Purchaser) for a period of **two (2) years** from date of shipment, to be free from defects in material or workmanship and to be of the kind and quality designated or specified in the contract. If Econolite installs the equipment or supplies technical direction or installation by contract, the warranty period shall run from the completion of installation, provided same is not unreasonably delayed by the Purchaser. Econolite is not responsible for damage caused by negligence, acts of God, or use of equipment in a manner not originally intended.

If the equipment delivered hereunder does not meet the above warranty, and if the Purchaser promptly notifies Econolite, Econolite shall thereupon correct any defect, including non-conformance with specifications, either (at its option) by repairing any defective or damaged parts of the equipment or by making available at Econolite's plant necessary repaired or replacement parts. The liability of Econolite under this warranty, for any loss or damage to the equipment whether the claim is based on contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and, upon the expiration of the warranty period, all such liability shall terminate. The foregoing shall constitute the exclusive remedy of the Purchaser and the exclusive liability of Econolite.

THE EXPRESS WARRANTY SET FORTH IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY ECONOLITE. ECONOLITE MAKES AND PURCHASER RECEIVES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTIES. ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF ECONOLITE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, OPERATION, OR USE OF THE GOODS.

The warranties set forth herein shall be void if the goods have been (1) repaired or altered outside of Econolite's facilities, (2) subjected to misuse, negligence, accident, or operated in other than normal and proper use and service, or (3) connected, installed, or adjusted in a manner not in accordance with Econolite's instructions. This warranty does not extend to products not manufactured by Econolite. Econolite has the sole right to determine whether or not an item is covered under our warranty policy.

To obtain service under this warranty, the following steps are required:

- ✓ Obtain a Return Authorization (RA) via email from [repairs@econolite.com](mailto:repairs@econolite.com) or by calling 855-575-5776
- ✓ Pack in original (or equivalent) shipping container
- ✓ List on packing sheet inside shipping container, the RA number, your purchase order number, and description of the problem
- ✓ Insure the package (or assume the risk of loss/damage during shipment)
- ✓ Ship to the address provided by the Repair Department

## PRODUCTS COVERED UNDER THIS WARRANTY INCLUDE:

COBALT CONTROLLERS

CONNECTED VEHICLE CO-PROCESSOR

ACCUSCAN LINE OF PRODUCTS

MMU, CMU, BIU, CABINET POWER SUPPLY, TECHPOWER UPS

ZINCBLUE AND ZINCBLUE2 ELECTRONICS

SAFETRAN BRAND: COBALT RM CONTROLLERS



Would you recommend us? [feedback.econolite.com](https://www.econolite.com/feedback)

2-Year Warranty  
Doc# C10063  
Jun 2019 Rev M  
683-10577-0518



# City of Santa Fe

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

### Section to be completed by department

11 Munis Contract # 3203320

Contractor: Econolite Control Products

Description: To furnish 130 Colbalt G-Series traffic signal controllers & field engineering of technical database programming, field deployment & communication setups utilizing the State of New Mexico statewide price agreement #00-80500-20-16819 in the total amount of \$499,699.80.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 05/01/2022 Term End Date: 06/30/2023

Approved by Council Date: TBD

### 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*  
Fran Dunaway (Apr 29, 2022 10:51 MDT)

Apr 29, 2022

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

Comment & Exceptions: Use of NM SWPA- issuance of a City Services Contract exp: 6/30/23

4. **Funding Source:** CIP Streets & Roadways / Service Contracts **Org / Object:** 3309980.510310

*Andy Hopkins*  
Andy Hopkins (Apr 28, 2022 11:54 MDT)

Apr 28, 2022

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

Comment & Exceptions: funds were GB approved on 03/09/22 with FY22 GRT BAR

**Staff Contact who completed this form:** Amanda Archuleta Phone # x 6631

Email: ajarchuleta@santafenm.gov

### To be recorded by City Clerk:

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

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



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Econolite Control Products

Procurement Title: NM Statewide Price Agreement # 00-80500-20-16819

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 Jose Lerma

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

Jose Lerma, Traffic Operations Manager 3/23/2022

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

Fran Donahay (Apr 29, 2022 10:51 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.



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor:**  
**9 Vendors**

Number: 00-80500-20-16819

Amendment No.: Two

Term: August 21, 2020 – August 20, 2022

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations**

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-670-1561

**Invoice:**  
**As Requested**

Email: Raelynn.Lujan@state.nm.us

**For questions regarding this contract please contact:**  
**India Garcia (505) 690-7383**

Title: **Traffic Signal Equipment and Supplies**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 21, 2021 to August 20, 2022 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 6/21/2021

MARK HAYDEN, New Mexico State Purchasing Agent

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



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor:**  
**(AA) 0000045699**  
**AM Signal, LLC**  
**8100 Southpark Way, Unit A-10**  
**Littleton, CO 80120**  
**(720) 348-6925**  
[dave@amsignalinc.com](mailto:dave@amsignalinc.com); [undzis2@cs.com](mailto:undzis2@cs.com)

Number: 00-80500-20-16819

Amendment No.: One

Term: August 21, 2020 – August 20, 2021

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations**

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-670-1561

Email: Raelynn.Lujan@state.nm.us

**Invoice:**  
**New Mexico Department of Transportation**  
**As Request at Time of Order**

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For questions regarding this contract please  
contact:  
India Garcia (505) 690-7383

Title: Traffic Signal Equipment and Supplies

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:

For (AA) Vendor AM Signal, Inc. the name shall be changed to AM Signal, LLC. All other information remains the same.

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*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 4/12/2021

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

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS CF



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**9 Vendors Awarded- See page 6 for details**

**Telephone No.:**

Price Agreement Number: **00-80500-20-16819**

Payment Terms: **Net 30**

F.O.B.: **As Requested**

Delivery: **See page 6**

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations**

Procurement Specialist: **Raelynn Lujan**

Telephone No.: **505-827-0484**

Email: **raelynn.lujan@state.nm.us**

**Invoice:**  
**New Mexico Department of Transportation**  
**As Requested at Time of Order.**

**For questions regarding this agreement please contact:**  
**India Garcia- (505) 690-7383**

**Title: Traffic Signal Equipment and Supplies**

**Term: August 21, 2020 thru August 20, 2021**

**This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.**

**Accepted for the State of New Mexico**

*Valerie Paulk*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 8/20/2020

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-80500-20-16819

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-80500-20-16819

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

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

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

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

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

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

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-80500-20-16819

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**New Mexico Employees Health Coverage**

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

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

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency 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 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 either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**Article II –Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III –Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-80500-20-16819

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**Article V - Termination**

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

**Article VI – Amendment**

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

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 00-80500-20-16819

**Awarded Vendors:**

(AA) 0000045699

AM Signal Inc.

8100 Southpark Way, Unit A-10

Littleton, CO 80120

(720) 348-6925

bids@amsignalinc.com

Delivery: 8-10 weeks dependent  
on product

(AB) 0000044213

Consolidated Traffic Control Inc.

1016 Enterprise PL

Arlington, TX 76001

(817) 265-3421

frontdesk@ctc-traffic.com

Delivery: 30-45 Days

(AC) 0000056102

Econolite Control Products Inc.

1221 Flagman Way Unit B-7

Santa Fe, NM 87505

(714) 630-3700

dtenkely@econolite.com

Delivery: 4-9 Weeks

(AD) 0000105445

Gades Sales Company Inc.

PO Box 9003

Wichita, KS 67277

(303) 862-1170

jbeale@gadestraffic.com

Delivery: F.O.B. Destination

(AE) 0000126019

Rhythm Engineering LLC

11228 Thompson Ave

Lenexa, KS 66219

(913) 227-0603

sawyer.breslow@rhythmtraffic.com

Delivery: Hold for Release

(AF) 0000113184

Smartek ITS, Inc.

dba Smartek

334 East Lake Rd #125

Palm Harbor, FL 34685

(727) 251-2697

james@smartek-its.com

Delivery: 30-90 days ARO

(AG) 0000080679

Summit Traffic Solutions, LLC

11757 West Ken Caryl Ave.

Suite F-411

Littleton, CO 80127

(303) 933-2843

Summit@Summit-Traffic.com

Delivery: 30-45 Days

State of New Mexico  
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(AH) 0000064515  
Traffic and Parking Control Co. Inc.  
dba TAPCO  
5100 W. Brown Deer Rd.  
Brown Deer, WI 53223  
(602) 743-6818  
dave.donovan@tapconet.com

Delivery: As Requested

(AI) 0000045420  
Traffic Signal Controls, Inc.  
255 Weaver Park Rd Ste. 100  
Longmont, CO 80501  
(303) 772-2787  
TSCSupport@trafsig.com

Delivery: 30-90 Days



# Quotation

3/11/2022

To:	Jose Lerma Santa Fe, NM; City of P.O. Box 909 Santa Fe, NM 87504-0909 USA	Quote Name: Santa Fe Cobalt Deployment Project Reference: Econolite Reference: Q-07163-Z4J6 Per SPA# (00-80500-20-16819)
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Item #	Part	Qty	Description	Tariff	Price per	Extended
1	COB21120110 000	130	COBALT G-SERIES, TS1, RECEPTACLE WITH 8MB DATAKEY, NO COMM CARD	\$28.46	\$3,200.00	\$416,000.00
2	FIELD ENGINEERING	1	Technical labor for EOS DB conversions, DB cleanups & programming, Field deployments, Comms setup		\$80,000.00	\$80,000.00

SubTotal	\$496,000.00
Shipping & Handling*	
Taxes**	\$0.00
Tariffs**	\$3,699.80
<b>TOTAL</b>	<b>\$499,699.80</b>

1221 Flagman Way, Unit B7, Santa Fe, NM 87505

[econolite.com/feedback](http://econolite.com/feedback)



## Quotation

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 90

FOB: Econolite Factory

Terms: NET30

\*Ship Terms: PPD

\*\*Taxes and Tariffs Estimated (if included)

Jessy Otero

Jessy Otero, Account Manager

Mobile: +1 5054708275

jotero@econolite.com

Shipping Date: To be determined at time of receipt of order

1221 Flagman Way, Unit B7, Santa Fe, NM 87505

[econolite.com/feedback](http://econolite.com/feedback)



# City of Santa Fe, New Mexico


## Memorandum



**DATE:** March 28, 2022

**TO:** Fran Dunaway, Chief Purchasing Officer

**VIA:** Regina Wheeler, Public Works Department Director

**FROM:** Jose Lerma, Traffic Operations Manager 

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### ITEM AND ISSUE:

Request for the Approval of a Purchase Order in the Total Amount of \$499,699.80 for traffic signal equipment upgrades and maintenance repairs; Econolite; Jessy Otero, [jotero@econolite.com](mailto:jotero@econolite.com), (505) 470-8275

### BACKGROUND AND SUMMARY:

On March 9, 2022 the Governing Body recently approved funding to replace antiquated traffic signal controllers.

The Traffic Signal Shop needs to update and replace antiquated traffic signal controllers that are failing and non-repairable. The new controllers will have modern features facilitating more efficient maintenance and control of traffic signals.

This purchase is funded by GRT over-budget appropriated by Governing Body on 03/09/2022 for immediate needs on traffic signal equipment.

### PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement # 00-80500-20-16819 Traffic Signal Equipment and supplies which expires on August 20, 2022.

### FUNDING SOURCE:

**Fund Name/Number:** CIP Street & Roadways/330  
**Munis Org Name/Number:** Streets and Roadways CIP/3309980  
**Munis Object Name/Number:** Service Contracts/510310

### ACTION REQUESTED:

Public Works/Engineering/Traffic Operations/Signal Shop respectfully requests your review and approval.



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**MEMORANDUM**

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**TO:** Governing Body  
**VIA:** John Blair, City Manager  
Mary McCoy, Finance Director  
Regina Wheeler, Public Works Department Director *RW*  
RW (Feb 25, 2022 18:43 EST)  
**FROM:** Mark Brooks, Streets Project Administrator  
Jose Lerma, Signal and Sign Shop Manager  
**RE:** FY22 Budget Adjustment  
**DATE:** February 28, 2022

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**ITEM AND ISSUE:**

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division in the Public Works Department in the Amount of \$1,000,000 to fund pavement rehabilitation and maintenance and \$500,000 to fund traffic signal control cabinet replacement. (Mark Brooks, Streets Project Administrator, [mebrooks@santafenm.gov](mailto:mebrooks@santafenm.gov), 955- 6622 and Jose Lerma, Signal and Sign Shop Manager, [jnlerma@santafenm.gov](mailto:jnlerma@santafenm.gov), 505-955-2341)

**BACKGROUND:**

The Public Works Department is requesting \$ in additional gross receipts tax revenue to fund the following priorities:

**\$1 million for Pavement Rehabilitation and Maintenance**

The City must continuously invest in pavement rehabilitation and maintenance to ensure safe roadways free from potholes. The total cost of pavement rehabilitation and maintenance is \$1,000,000. The department is requesting \$550,000 in additional gross receipts tax revenue and is requesting to transfer \$450,000 in vacancy savings from the General Fund in the Streets Division to the CIP Streets & Roadways Fund in the Streets Division.

The report on Summer 2021 paving work funded with \$2.9M appropriated by Governing Body in August 2021 is shown below.

Street Name	Extent of Rehabilitation	Notes
Gonzales	From Villacita to Hyde Park Road	Work to begin end of April
Camino Alire	From Alameda to Agua Fria	95% complete needs markings and signal loops

Jaguar	From South Meadows to Paseo Del Sol	75% complete needs markings and ADA ramps
Jaguar	From Paseo Del Sol to Sambra	75% complete needs markings and ADA ramps
Acequia Borrada	East and West Sides	100% complete
Valentine Way	From Camino Rojo to open space	75% complete needs ADA ramps
Jaguar and Village loop	All	100% complete
Rio Vista Place	All	100% complete
Sawmill	From St. Francis to Herradura	95 % complete needs tape
Ridgeview Circle	All	100% complete
Don Diego	From Cerrillos to Cordova	75% complete needs ramps & tape
Camino De Los Marquez	From Don Diego to Cordova	75% complete needs ramps & tape
Camino Carlos Rey #1	From Zia to Camino Principe	100% complete
Camino Carlos Rey #2	From Camino Principe to Siringo	75% complete needs ADA ramps
Camino Carlos Rey	From Siringo to Cerrillos	75% complete needs ADA ramps
Luisa	From Cordova to Alta Vista	Work to begin end of April
Calle Torreador	All	Work to begin end of April
Paseo De Las Vistas	From Buckman to Transfer	Work begins end April 2022 Partially funded w/ legislative grant.

During the 2022 paving season, the projects above will be completed and an additional \$1,000,000 will fund additional critical pavement rehabilitation and maintenance will be performed. Cerrillos Road from Camino Carlos Rey to Cielo Court is in the most need and has the highest traffic volume. The estimated cost is \$850,000. The remaining \$150,000, and any savings from Cerrillos, will be applied throughout the 4 Districts, performing rehabilitation to large pothole areas and crack sealing. This work will create safe streets, provide additional ADA sidewalk ramps, and reduce potholes.

Additional road rehabilitation projects will be included in the 2022 bond package planned for later this calendar year.

Funding Source:

The funding source is:

Fund Name/Number: CIP Streets & Roadways/330

Munis Org Name/Number: Streets and Roadways CIP/3309980

Munis Object Name/Number: WIP Construction/572970

### **\$500,000 for Traffic Signal Control Cabinet Replacement**

Traffic signal equipment is antiquated, not functioning and cannot be repaired. If cabinets fail or are damaged by impact or lightning, the signal may be unrepairable and the traffic signals would be in flash for days until the replacement was accomplished. These funds will allow the City to contract for installation of new signal control cabinets across the City. The new cabinets will have modern features facilitating more efficient maintenance and control of signals

#### **Funding Source:**

The funding source is:

Fund Name/Number: CIP Streets & Roadways/330

Munis Org Name/Number: Streets and Roadways CIP/3309980

Munis Object Name/Number: Service Contracts/510310

### **FY22 First Half Financial Performance Report**

The overall City financial picture as of December 31, 2021 is more optimistic than expected when the FY22 budget was adopted close to a year ago in April 2021. The optimism is largely driven by better-than-expected Gross Receipts Tax (GRT) revenue collection in the first half of the fiscal year as the strong economic recovery continues and revenue derived from the new internet sales tax exceeds expectations. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The City's Gross Receipts Tax revenue shows continued strength, earning a total of \$73.3 million in GRT revenue in the half of FY22. The FY22 GRT revenue earned through December 31, 2021 is 67 percent of the total \$108.9 million budgeted for General Fund, well ahead of prior years. The Finance Department will continue to closely monitor the City's revenue and expenditure profile and recommend adjustments where necessary.

#### **ACTION REQUESTED:**

Approval is requested of the FY22 budget adjustment.



# City of Santa Fe New Mexico

## Memorandum



**Date:** April 8, 2022

**To:** Governing Body

**Via:** *Regina Wheeler*  
Regina Wheeler (Apr 21, 2022 11:15 MDI)

**From:** Regina Wheeler, Public Works Department Director

**From:** Noel Correia, Parking Division Director *Noel P. Correia*

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### **ACTION**

Request for Approval of five year agreement to waive fees between the City of Santa Fe and Bienvenidos. (Noel P. Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)

### **SUMMARY**

The purpose of this agreement is for Bienvenidos (a volunteer group) of the Santa Fe Chamber of Commerce to provide volunteers free parking at the Sandoval Garage during each shift these volunteers work at the Tourist Information Booth on the Plaza.

These volunteer services are provided Monday through Saturday from 9:30 a.m. to 4:30 p.m. and 11:00 am to 3:00 PM on Sundays from mid-April through mid-October. Four volunteers work per shift; there are 2 shifts per day. These volunteers provide invaluable services as good will Ambassadors representing the City and assisting tourists and visitors throughout the summer.

The Parking Division and Bienvenidos agree during the summer season (Mid-April through Mid-October) to the following:

- Free parking at the Sandoval Garage for four (4) Volunteers per day and up to four and one-half (4.5) hours of free parking per volunteer vehicle from 9:30 a.m. to 4:30 p.m.
- Parking Validations for Bienvenidos in excess of six thousand, five hundred fifty-two dollars (\$6,552.00) per year will not be authorized
- Two (2) loading zone permits for use at loading zone located on Palace Avenue for the maximum of twenty (20) minutes.
  - The value of these two (2) annual loading zone permits is one-hundred sixty-eight dollars (\$168.00)

### **CONTRACT NUMBER:**

Term: 5 years effective 04/01/2022 ending 10/31/2027

### **RESOLUTION:**

2013-103

**AGREEMENT TO WAIVE FEES  
REGARDING PARKING SERVICES BETWEEN  
BIENVENIDOS AND THE CITY OF SANTA FE**

THIS AGREEMENT TO WAIVE FEES (“Agreement”) is entered by and between the City of Santa Fe (the “City”) and Bienvenidos (“Bienvenidos”). The date of this Agreement shall be the date when it is executed by the City and Bienvenidos, whichever occurs last.

**RECITALS:**

**WHEREAS**, Bienvenidos is the volunteer division of the Santa Fe Chamber of Commerce and its primary mission is to support and promote tourism in Santa Fe; and

**WHEREAS**, the City of Santa Fe shares the Santa Fe Chamber of Commerce’s mission and supports its endeavors to promote and highlight the City’s merchants, galleries, eating establishments, museums, parks and events; and

**WHEREAS**, Bienvenidos staffs (volunteers) the Tourist Information Booth on the Plaza, Monday through Saturday from 9:30 a.m. to 4:30 p.m. and 11:00 a.m. to 3:00 p.m. on Sundays during the summer season (mid-April through mid-October). Four (4) volunteers operate the Tourist Information Booth in two shifts – 9:30 a.m. to 1:00 p.m. and 1:00 p.m. to 4:30 p.m. (Monday through Saturday) and two (2) volunteers from 11:00 a.m. to 3:00 p.m. (Sundays); and

**WHEREAS**, Bienvenidos has requested the City to provide free parking at the Sandoval garage to their volunteers who work at the Tourist Information Booth; and

**WHEREAS**, the City and Bienvenidos agree to establish a free parking validation program for their volunteers; and

**WHEREAS**, the Parking Division is recommending a five (5) year term for this Agreement effective April 2022 and ending October 2027.

**WHEREAS**, pursuant to Resolution 2013-103, no fee waivers are allowed except by official

action of the Governing Body.

**WITNESSETH:**

Bienvenidos desires to obtain parking validations at the Sandoval Parking Garage, a facility which is owned by the City, and two (2) loading zone permits for use at the loading zone on Palace Avenue. These parking services will be utilized by Bienvenidos' volunteers as they work to promote City attractions.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. PURPOSE

The purpose of this AGREEMENT is to set forth the terms of the free parking validation program the City will provide to Bienvenidos' all-volunteer staff so that they may gain access to the City's Sandoval Parking Garage and the loading zone on Palace Avenue during operating hours in order to successfully operate the Tourist Information Booth on the plaza.

2. SCOPE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

A. The City and Bienvenidos agree that in order for the City to provide these parking services, each party agrees to the terms and responsibilities stated in this Agreement.

B. The following parking services will be afforded to Bienvenidos during their summer season (mid-April through mid-October):

- 1) Free parking permit to park at the Sandoval Parking Garage for up to four (4) volunteers per day and up to four and one-half (4.5) hours per volunteer vehicle during the Tourist Information Booth operating hours (9:30 a.m. to 4:30 p.m.). When exiting the Sandoval garage, the volunteers will insert the validated parking ticket in the ticket slot of the exit machine to open the gate. If excess time fees are due then the amount shown shall be paid. Free parking will be limited to four (4) volunteer vehicles per day during the Bienvenidos booth's operating hours. Parking validations in excess of six thousand, five hundred

fifty-two dollars (\$6,552.00) per year will not be authorized. Parking space is not guaranteed and is established on a first come-first serve basis.

2) Two (2) loading zone permits for use at the loading zone on Palace Avenue for a maximum of twenty (20) minutes, in close proximity of the Tourist Information Booth, for the purpose of unloading promotional materials (brochures, visitor guides, maps, etc.) to stock the booth. Posted loading zone restrictions will be strictly enforced. The value of these annual loading zone permits is one hundred sixty-eight dollars (\$168.00).

**C. Obligations of the City:**

1) The City shall provide Bienvenidos with validation decals in lieu of parking permits for use only at the Sandoval Parking Garage by its volunteers. The number of validations shall be for up to two hundred (200) days (Term of this AGREEMENT) and shall not exceed up to four (4) validations per day and up to twenty six (26) validations per week. Parking validation decals will be made available by March 15th of each year during the Term of this AGREEMENT.

2) The City shall establish Bienvenidos validation program procedures for parking staff to follow.

3) Bienvenidos' volunteers will be required to pay parking fees for time spent in the garage above and beyond the agreed-upon validation of up to four and one-half (4.5) hours per volunteer vehicle during the Tourist Information Booth operating hours from mid-April through mid-October of each year of this Agreement.

4) Additionally, City shall provide Bienvenidos with two (2) loading zone permits in March of each year of this Agreement and these two loading zone permits will be valid for use beginning April 15<sup>th</sup> and ending October 30<sup>th</sup> of each contract year.

**D. Obligations of Bienvenidos:**

1) Bienvenidos will provide Information Services in collaboration with City of Santa Fe Tourism Department to benefit City's visitors, residents and the tourism industry.

- a. An information booth will be maintained at the City's Plaza Area throughout the Term of this AGREEMENT.
- b. This Information Booth will be staffed to meet visitor needs during the peak tourism season from mid-April through mid-October of each year of this Agreement.

2) Bienvenidos will provide the City with a quarterly report of a tally of visitors and countries. The report should also include the value of the services provided.

- a. The annual value of the services provided by Bienvenidos according to the Terms of this Agreement shall be equal to or greater than the total annual value of the parking validations granted by the City to Bienvenidos' volunteers which is \$6,888. Bienvenidos agrees that the annual services provided by Bienvenidos throughout this Agreement will not be less than \$6,888 and further agrees that Bienvenidos will notify the City in writing any time this delivered services value falls below the minimum annual value of \$6,888.
- b. In the event that there is a lower difference between the required minimum annual value (\$6, 888) of services provided and the actual value of annual services provided, the Parties agree to meet and resolve the matter considering that Bienvenidos is a volunteer organization.

3) Ensure that Bienvenidos volunteers parking in the Sandoval Parking Garage under this Agreement are provided a City-issued Bienvenidos parking validation at the end of each volunteer's work shift. Validations shall not be

provided for any other reason than volunteering and working up to 4 hours at the Tourist Information Booth operated by Bienvenidos in the Plaza.

- 4) Provide the City with a list of current volunteers who will be parking in the Sandoval Parking Garage. This list should include volunteers' full name and vehicle's license plate number and registered state.
- 5) Bienvenidos volunteers with outstanding parking violations will not qualify for the free parking program until all outstanding citations have been paid.
- 6) Ensure proper display of loading zone permit(s) while parked in the loading zone on Lincoln Avenue.
- 7) Provide the City with a quarterly record of actual volunteers' hours worked at the Tourist Information Booth so that parking validations may be reconciled against the services provided by Bienvenidos.

### 3. TERM

This Agreement is for five (5) years and shall terminate on October 31, 2027, unless earlier terminated pursuant to paragraph 4 below or unless otherwise extended by the parties in writing prior to April 1, 2026.

### 4. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

### 5. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each

party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City 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.

7. THIRD PARTY BENEFICIARIES

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

8. ASSIGNMENT

Neither the City nor the Authority shall 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 other party.

9. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

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

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

ATTEST:

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

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*  
\_\_\_\_\_  
Senior Assistant City Attorney

APPROVED FOR FINANCES:

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

BIENVENIDOS:

*Joella Mortillaro*  
\_\_\_\_\_  
Joella Mortillaro, President

Date: 4/19/2022

City of Santa Fe Business  
Registration#1800014984



1 and/or direct benefits to the city from the non-profit that either equal or exceeds the value of the  
2 waiver of the user fees for use of a city facility for a one day fundraiser event; and

3 **WHEREAS**, in 2007, the City Council approved Resolution 2007-109 to set out the  
4 policy and procedure for seeking and receiving a waiver or reduction of fees for a one day special  
5 event or for one day use of city facilities; and

6 **WHEREAS**, in 2012, the City Council approved Resolution 2012-33 to support local  
7 non-profit organizations and declare that on an annual basis, each member of the governing body  
8 was authorized to have the user fees waived at the Santa Fe Community Convention Center so  
9 that the non-profit organization could host a one-day fundraising event; and

10 **WHEREAS**, Resolution 2012-33 established a new process to allow for a one day  
11 waiver per year of user fees for the Community Convention Center by non-profit organizations  
12 for fundraising purposes; and

13 **WHEREAS**, the Governing Body now wishes to use this same process for allowing one  
14 waiver per year of user fees at one of the city facilities, exclusive of the Santa Fe Community  
15 Convention Center, for a one day special event for non-profit organizations for fundraising  
16 purposes.

17 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
18 **CITY OF SANTA FE** that Resolution No. 2007-109 is repealed and the following policy is  
19 established which relates to waivers or reduction of fees for special events or for the use of city  
20 facilities, exclusive of the Santa Fe Community Convention Center:

21 **Section 1.** Fees are waived for interdepartmental use of facilities for city business.

22 **Section 2.** Fees may be waived by the city manager for events organized by city  
23 staff for which the general public is invited.

24 **Section 3.** This resolution does not supersede Resolution No. 2006-149 regarding  
25 fees for the annual Fiesta celebration on the Plaza and Resolution No. 2006-148 regarding fees

1 the annual Zozobra presentation at Fort Marcy Park.

2       **Section 4.**       Fees may be waived by the city manager for an event that is part of a  
3 contract between the city and another party for the purpose of furthering a city department's  
4 mission.

5       **Section 5.**       This resolution does not apply to memorandums of agreement between  
6 the city and another governmental entity.

7       **Section 6.**       In addition to the one day, event waiver of user fees at the Santa Fe  
8 Convention Center authorized by Resolution 2013-107 for a non-profit to hold a one day, event  
9 fundraiser, the city manager may approve fee waivers for an additional one event per calendar  
10 year upon request of each member of the governing body. Events must be for a non-profit  
11 organization for fundraising purposes.

12               A.       On an annual basis, the City Manager shall solicit proposals from non-  
13 profit organizations desiring to have one user fees waiver for that year for a city facility  
14 or special event for a one-day fundraising event. Each proposal shall contain a list of the  
15 non-profit's services provided to the citizens of the city on an annual basis and their  
16 corresponding monetary value. These listed services shall only include services for  
17 which the non-profit does not receive adequate compensation for that service. The value  
18 provided by the non-profit shall equal or exceed the value of the one-day fundraising  
19 event waiver of user fees.

20               B.       Members of the Governing Body shall consider the non-profit  
21 organizations' proposals. On an annual basis, each member of the Governing Body is  
22 authorized to select one proposal submitted by a non-profit organization for a one day per  
23 year user fees waiver at a city facility or special event for a one-day fund-raising event.  
24 When a Governing Body member has selected one non-profit organization's proposal, he  
25 shall forward the selection to the City Manager. The City Manager shall award the one

1 time per year waiver of the user fees to each non-profit organization selected by each  
2 Governing Body member, with the limitation that no non-profit organization shall receive  
3 more than one waiver per year for a one day event at a city facility or waiver of a special  
4 event user fee.

5 C. No more than six months prior to the proposed date of the event; the City  
6 Manager shall coordinate with the Director of the Public Works Department and a  
7 representative of the non-profit organization to determine a date specific for the event,  
8 which is subject to the availability of the city facility or special event location.

9 D. Each and every non-profit organization holding the one day fund-raising  
10 event shall be responsible for paying the current clean up, security and damage fees and  
11 agree to accept all liability for the event.

12 E. Other than described in Section 6(D) above, non-profit organizations  
13 must pay the same fees as for-profit entities.

14 F. No date or facility may be reserved until the proposed recipient provides  
15 documentation demonstrating that the recipient is a properly registered non-profit.

16 G. Within 10 days of receipt of a waiver request from a member of the  
17 Governing Body, the city manager shall report the request to the city clerk including the  
18 requesting member, the proposed recipient with verification that the recipient is a  
19 properly registered non-profit, the estimated value of the fee waiver including facility  
20 rental, staff time and other related expenses, justification for the fee waiver, the date of  
21 the event and description proposed facilities. Such preliminary report shall be  
22 immediately posted by the city clerk, on the city's website. Within ten (10) days of the  
23 conclusion of the event, the City Manager shall file a final report that includes the final  
24 value of the fee waiver and any necessary additional information relating to the event.

25 **Section 7.** City employees are not eligible to receive fee waivers or reduced fees for

1 personal events.

2           **Section 8.**       This resolution does not preclude reduced fees or waivers for city  
3 employees to use city facilities or recreational classes as part of the city wellness policies or free  
4 bus passes as part of the city's transportation policies.

5           **Section 9.**       The fee waivers approved in this resolution shall not include any waiver  
6 specifically prohibited by ordinance.

7           **Section 10.**     No other fee waivers or reductions are allowed except by subsequent  
8 official action of the governing body.

9           **Section 11.**     This resolution shall be reviewed by the governing body within 12  
10 months of its adoption.

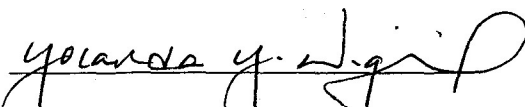
11           **BE IT FURTHER RESOLVED** that the intent of this Resolution shall be implemented  
12 in a manner that complies with the laws of the state of New Mexico and the ordinances of the  
13 City of Santa Fe, including the Code of Ethics, Article 1-7 SFCC 1987.

14           PASSED, APPROVED, and ADOPTED this 11th day of December, 2013.


15  
16 

17 ATTEST:

DAVID COSS, MAYOR

18  
19   
20 YOLANDA Y. VIGIL, CITY CLERK

21 APPROVED AS TO FORM:

22   
23  
24 KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

25 *M/Melissa/Resolutions 2013/2013-103 Fee Waivers\_FINAL*



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203310

Contractor: Bienvenidos

Description: **Agreement with Bienvenidos to provide this entity free parking validations for their volunteers at the Sandoval Parking Garage and Loading Zone permits for use at the loading zone on Lincoln.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 04/01/2022 Term End Date: 10/31/2027

Approved by Council Date: Pending

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

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

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

### Amendment is for:

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

3. **Procurement History: N/A This is a non-monetary 5 year Agreement (Resolution 2013-103)**

Frank D'Amico  
Frank D'Amico (May 2, 2022 7:12:10 MDT)

May 2, 2022

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

Comment & Exceptions: No Procurement - MOA

4. **Funding Source: N/A**

**Org / Object: N/A**

Andy Hopkins  
Andy Hopkins (Apr 21, 2022 14:04 MDT)

Apr 21, 2022

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

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

Staff Contact who completed this form: Amanda Archuleta Phone # ext. 6631

Email: ajarchuleta@santafenm.gov

### To be recorded by City Clerk:

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

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



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## MEMORANDUM

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**TO:** Governing Body, Finance Committee, Public Works Committee

**VIA:** John Blair, City Manager  
Alexis Lotero, Interim Finance Director  
Shannon Jones, Utility Director  
Regina Wheeler, Public Works Director

**FROM:** Bradley Fluetsch, Planning and Investment Officer 

**RE:** Lease Payment for LED Streetlight and Solarization Project

**DATE:** May 4, 2022

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### **ITEM AND ISSUE:**

Request for approval of a budget amendment request (BAR) in the amount of \$289,205 to cover lease payments due for the LED Streetlights and Solarization Project.

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe entered a long-term lease with Sterling National Bank to fund the purchase and installation of LED Streetlights, Solar Panels and other energy saving capital investments. The lease payments were to be made from energy savings, however, the installation of the equipment is behind schedule and the energy savings were not realized for the first lease payment. This BAR funds the lease payment from the various departments impacted by this project.

Because the Buckman Direct Diversion (BDD) agency's participation in the project and share of the lease payment is governed by an existing executed agreement specifying that payments from BDD would not be made until energy savings are realized, BDD is not able to provide its share of this initial lease payment. In a meeting between BDD, Finance, City Attorney's Office and Public Utilities staff, it was decided that the City's Water Utility would cover BDD's cost for the initial lease payments, until such time as an amended agreement could be reached between the BDD's partners to provide a reimbursement to the Water Utility for such costs covered on BDD's behalf. Thus, this BAR also includes a payment from the Water Utility to cover the BDD share of the initial FY22 lease payment, which is due June 1, 2022.

### **ACTION RECOMMENDED:**

We respectfully request approval from the Governing Body of the BAR to cover lease payments due for the LED Streetlights and Solarization Project.

### **ATTACHMENTS:**

BAR Form  
Supplemental Information Regarding the Lease Payment Schedule and Amounts

Log # {Finance use <i>only</i> }:	
Journal # {Finance use <i>only</i> }:	

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

DEPARTMENT / DIVISION NAME					DATE	
Public Utilities, Public Works, Tourism					5/2/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Solarization Project / Debt Service Principal	2305501	590100		87,883		
Solarization Project / Debt Service Interest	2305501	590200		368,567		
Water Operating Fund / Transfer to Solarization Project (Water Utility share)	5050381	750230		140,861		
Water Operating Fund / Transfer to Solarization Project (Water Utility temporary loan covering BDD share)	5050381	750230		132,009		
Wastewater Operating Fund / Transfer to Solarization Project	5000361	750230		16,335		
Facilities (General Fund) / Transfer to Solarization Project	1000431	750230		142,193		
Convention Center Fund / Transfer to Solarization Project	5206600	750230		25,052		
Lodgers' Tax Fund / Transfer to Convention Center Fund	2130001	750520		25,052		
LED Streetlights Project / Debt Service Principal	2300416	590100		15,509		
LED Streetlights Project / Debt Service Interest	2300416	590200		65,041		
Traffic Engineering (General Fund) / Transfer to LED Streetlights Project	1000416	750230		80,550		
<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
Solarization Project / Operating Transfer from Water Fund (Water Utility Share)	2305501	650505		(140,861)		
Solarization Project / Operating Transfer from Water Fund (Water Utility temporary loan covering BDD share)	2305501	650505		(132,009)		
Solarization Project / Operating Transfer from Wastewater Management Fund	2305501	650500		(16,335)		
Solarization Project / Operating Transfer from General Fund	2305501	650100		(142,193)		
Solarization Project / Operating Transfer from Convention Center Fund	2305501	650520		(25,052)		
LED Streetlights Project / Operating Transfer from General Fund	2300416	650100		(80,550)		
General Fund / State-Shared Gross Receipts Tax	1000001	412100		(222,743)		
Lodgers' Tax Fund / Lodgers' Tax	2130001	402100		(25,052)		
Convention Center Fund / Transfer from Lodgers' Tax Fund	5206600	650213		(25,052)		
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 289,205	\$ -	

Transfer to the Citywide Solarization Project and LED Streetlights Project to pay the various City entities' shares of the Projects' FY22 debt service costs. Funding is provided from Water & Wastewater available fund balances, General Fund Gross Receipts Tax earned in excess of FY22 estimates, and Lodgers' Tax earned in excess of FY22 estimates.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
See attached memo.	Fund(s) Affected	Fund Balance Increase/(Decrease)
	500	(16,335)
	505	(272,870)
	<b>TOTAL:</b>	<b>(289,205)</b>

Andy Hopkins	5/2/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Alexis Lotero</i> <small>Alexis Lotero (May 4, 2022 13:54 MDT)</small>
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer
Division Director Signature <i>{optional}</i>	Date	City Council Approval Date	N/A
 <small>Shannon Jones (May 4, 2022 12:47 MDT)</small>	Date	Agenda Item #:	Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		N/A City Manager <i>{≤ \$60,000}</i>

LED & Solarization Debt Service Breakdown

Debt Service Cost Share Transfers (Split by Estimated Savings)

Fiscal Year	Total DS Principal (590100)	Total DS Interest (590200)	Streetlights-15%			Solarization-85%			StLites-EPM	Solar-FMD	Solar-CCC	Solar-TAD	Solar-WTR	Solar-WWD	Solar-BDD
			Org 2300416	Org 2300416	Org 2300416	Org 2305501	Org 2305501	Org 2305501	1000416.750230/	1000431.750230/	5206600.750230/	5400091.750230/	5050381.750230/	5000361.750230/	8000801.750230/
			/ Obj 590100	/ Obj 590200	/ Total	/ Obj 590100	/ Obj 590200	/ Total	2300416.650100	2305501.650100	2305501.650520	2305501.650540	2305501.650505	2305501.650500	2305501.650800
2022	103,392	433,608	15,509	65,041	80,550	87,883	368,567	456,450	80,550	134,147	25,052	8,046	140,861	16,335	132,009
2023	733,649	363,772	110,047	54,566	164,613	623,602	309,206	932,808	164,613	274,144	51,196	16,444	287,866	33,382	269,776
2024	772,955	347,826	115,943	52,174	168,117	657,012	295,652	952,664	168,117	279,978	52,286	16,794	293,994	34,093	275,519
2025	879,374	330,678	131,906	49,602	181,508	747,468	281,076	1,028,544	181,508	302,280	56,450	18,131	317,410	36,809	297,464
2026	925,209	311,571	138,781	46,736	185,517	786,428	264,835	1,051,263	185,517	308,956	57,697	18,532	324,422	37,622	304,034
2027	972,996	291,470	145,949	43,721	189,670	827,047	247,750	1,074,797	189,670	315,873	58,989	18,947	331,684	38,464	310,840
2028	1,022,817	270,334	153,423	40,550	193,973	869,394	229,784	1,099,178	193,973	323,039	60,327	19,376	339,208	39,336	317,892
2029	1,074,747	248,117	161,212	37,218	198,430	913,535	210,900	1,124,435	198,430	330,461	61,713	19,822	347,003	40,240	325,196
2030	1,128,871	224,775	169,331	33,716	203,047	959,541	191,059	1,150,600	203,047	338,151	63,149	20,283	355,077	41,177	332,763
2031	1,185,274	200,260	177,791	30,039	207,830	1,007,483	170,221	1,177,704	207,830	346,116	64,637	20,761	363,441	42,147	340,602
2032	999,109	174,523	149,866	26,178	176,044	849,244	148,344	997,588	176,044	293,182	54,751	17,586	307,857	35,701	288,511
2033	807,497	155,420	121,125	23,313	144,438	686,372	132,107	818,479	144,438	240,544	44,921	14,428	252,584	29,291	236,711
2034	860,550	137,817	129,083	20,672	149,755	731,468	117,144	848,612	149,755	249,400	46,575	14,959	261,883	30,369	245,426
2035	916,030	119,062	137,404	17,859	155,263	778,626	101,203	879,829	155,263	258,573	48,288	15,510	271,517	31,487	254,454
2036	974,031	99,104	146,105	14,866	160,971	827,926	84,238	912,164	160,971	268,076	50,063	16,080	281,495	32,644	263,806
2037	1,034,660	77,887	155,199	11,683	166,882	879,461	66,204	945,665	166,882	277,922	51,902	16,670	291,834	33,843	273,494
2038	1,098,020	55,356	164,703	8,303	173,006	933,318	47,052	980,370	173,006	288,121	53,807	17,282	302,544	35,085	283,531
2039	1,164,220	31,450	174,633	4,718	179,351	989,586	26,733	1,016,319	179,351	298,686	55,780	17,916	313,638	36,371	293,928
2040	591,491	6,344	88,724	952	89,676	502,767	5,392	508,159	89,676	149,342	27,890	8,958	156,819	18,186	146,964
<b>Total</b>	<b>17,244,894</b>	<b>3,879,375</b>	<b>2,586,734</b>	<b>581,907</b>	<b>3,168,641</b>	<b>14,658,161</b>	<b>3,297,467</b>	<b>17,955,628</b>	<b>3,168,641</b>	<b>5,276,991</b>	<b>985,473</b>	<b>316,525</b>	<b>5,541,137</b>	<b>642,582</b>	<b>5,192,920</b>

	Baseline Annual Utility Costs				Estimated Annual Utility Cost Savings by FIM								Charge City buildings in/subsidized by GF to Facilities		
	Electric (PNM)	Natural Gas	Water/ Sewer	Total Cost	LED Lighting	Renewable Energy (Solar)	Water Conservation	Building Envelope	Trans-formers	Utility Management	Existing Solar Repairs	Total Savings	Division	Savings	% of Total
<b>City Buildings</b>															
Bicentennial/Alto Park Complex (3 buildings)	\$56,890	\$12,104	\$57,296	\$126,290	\$8,452	\$13,625	\$485	\$614	\$345			\$23,521	Facilities	218,116	29.4%
Fire Station #8	\$12,902	\$3,557	\$518	\$16,977	\$3,429	\$5,012	\$75	\$293				\$8,809	Conv Center	40,733	5.5%
Ft Marcy Recreation Center	\$42,558	\$14,886	\$7,612	\$65,056	\$4,343		\$540	\$256				\$5,139	Transit	13,083	1.8%
GCCC Recreation Center	\$329,938	\$86,149	\$158,498	\$574,585	\$23,792		\$7,723	\$2,784			\$25,204	\$59,503	Water	229,034	30.9%
La Familia Medical Center	\$44,687	\$4,701	\$2,401	\$51,789	\$9,284		\$599	\$295				\$10,178	Wastewater	26,560	3.6%
MRC (2 buildings)	\$87,701	\$7,470	\$0	\$95,171	\$3,722	\$13,739		\$294	\$596	\$1,821		\$20,172	BDD	214,641	28.9%
Police Department Admin	\$52,405	\$6,146	\$1,367	\$59,918	\$6,120	\$7,858	\$472	\$278				\$14,728		742,167	100%
Main Library	\$30,557	\$3,709	\$1,266	\$35,532	\$6,939		\$480	\$201				\$7,620			
Southside Library	\$50,680	\$8,507	\$1,000	\$60,187	\$10,352		\$451	\$250	\$1,273			\$12,326			
Salvador Perez Recreation Center	\$44,062	\$11,874	\$56,538	\$112,474	\$2,469		\$328	\$167				\$2,964			
Sandoval Parking Garage	\$21,576		\$372	\$21,948			\$149					\$149			
Santa Fe Convention Center	\$155,846	\$23,811	\$10,015	\$189,672	\$37,931		\$1,229	\$1,573				\$40,733			
Santa Fe Regional Airport (3 buildings)	\$48,233	\$7,629	\$460	\$56,322	\$10,815	\$15,653		\$568				\$27,036			
Siler Complex (3 buildings)	\$59,720	\$17,081	\$4,587	\$81,388	\$15,512		\$1,160	\$1,066				\$17,738			
Siringo Complex (8 buildings)	\$30,789	\$9,782	\$6,796	\$47,367	\$7,047		\$475	\$711				\$8,233			
Southside Transit Center			\$0	\$0		\$3,390						\$3,390			
Transit Administration	\$75,611	\$9,629	\$6,558	\$91,798	\$7,702		\$109	\$358	\$1,524			\$9,693			
<b>Total</b>	<b>\$1,144,155</b>	<b>\$227,035</b>	<b>\$315,284</b>	<b>\$1,686,474</b>	<b>\$157,909</b>	<b>\$59,277</b>	<b>\$14,275</b>	<b>\$9,708</b>	<b>\$3,738</b>	<b>\$1,821</b>	<b>\$25,204</b>	<b>\$271,932</b>			
<b>Public Utilities Department</b>															
Canyon Road Water Treatment Plan	\$71,913	\$6,839		\$78,752		\$9,864		\$530	\$885			\$11,279			
Santa Fe Water Division Complex (3 buildings)	\$32,468	\$2,877	\$1,944	\$37,289	\$4,451		\$128	\$240	\$4,943			\$9,762			
Wastewater Treatment Plant	\$544,839	\$52,885		\$597,724	\$26,560							\$26,560			
10M Gallon Tank	\$35,782			\$35,782	\$1,502	\$11,019						\$12,521			
Buckman Booster Station #1	\$35,880	\$1,771		\$37,651	\$598	\$11,184						\$11,782			
Buckman Booster Station #3 & Well 13	\$218,596	\$2,388		\$220,984		\$76,236						\$76,236			
Buckman Booster Station #4	\$217,463	\$1,996		\$219,459		\$73,534						\$73,534			
Buckman Well #1	\$29,537			\$29,537								\$0			
Buckman Well #10	\$43,811	\$1,401		\$45,212	\$302	\$13,823						\$14,125			
Camino La Canada	\$27,290			\$27,290	\$221	\$8,436						\$8,657			
Cristo Rey Pumphouse	\$67,162			\$67,162	\$310							\$310			
Dempsey Booster Station Pumphouse	\$30,358			\$30,358	\$59							\$59			
NW Well-Los Montoyas	\$35,790	\$749		\$36,539	\$73	\$10,696						\$10,769			
<b>Total</b>	<b>\$1,390,889</b>	<b>\$70,906</b>	<b>\$1,944</b>	<b>\$1,463,739</b>	<b>\$34,076</b>	<b>\$214,792</b>	<b>\$128</b>	<b>\$770</b>	<b>\$5,828</b>	<b>\$0</b>	<b>\$0</b>	<b>\$255,594</b>			
<b>BDD Facilities</b>															
BDD Main	\$511,270	\$35,317		\$546,587	\$19,302							\$19,302			
BDD Booster Station #1A	\$442,718			\$442,718	\$1,247	\$137,989						\$139,236			
BDD Booster Station #2A	\$166,037			\$166,037	\$1,212							\$1,212			
BDD Lift Station	\$165,422	\$1,771		\$167,193	\$3,136	\$51,755						\$54,891			
<b>Total</b>	<b>\$1,285,447</b>	<b>\$37,088</b>	<b>\$0</b>	<b>\$1,322,535</b>	<b>\$24,897</b>	<b>\$189,744</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$214,641</b>			
<b>Grand Total</b>	<b>\$3,820,491</b>	<b>\$335,029</b>	<b>\$317,228</b>	<b>\$4,472,748</b>	<b>\$216,882</b>	<b>\$463,813</b>	<b>\$14,403</b>	<b>\$10,478</b>	<b>\$9,566</b>	<b>\$1,821</b>	<b>\$25,204</b>	<b>\$742,167</b>			

## 85% Solar, 15% Streetlights per BJJ 3/22/22

## RENTAL PAYMENT SCHEDULE

Rental Payment Date	Total Rental Payment	Principal Portion	Interest Portion	Purchase Price
6/1/2022	\$ 537,000.07	\$103,391.58	\$433,608.49	\$17,484,332.47
12/1/2022	548,710.59	364,867.98	183,842.61	17,112,167.13
6/1/2023	548,710.59	368,781.19	179,929.40	16,736,010.32
12/1/2023	560,390.31	384,416.08	175,974.23	16,343,905.91
6/1/2024	560,390.30	388,538.94	171,851.36	15,947,596.19
12/1/2024	605,026.10	437,341.82	167,684.28	15,501,507.54
6/1/2025	605,026.10	442,032.31	162,993.79	15,050,634.58
12/1/2025	618,390.13	460,137.13	158,253.00	14,438,340.84
6/1/2026	618,390.13	465,072.10	153,318.03	13,968,618.02
12/1/2026	632,233.44	483,903.31	148,330.13	13,479,875.68
6/1/2027	632,233.43	489,093.17	143,140.26	12,985,891.57
12/1/2027	646,575.39	508,680.65	137,894.74	12,472,124.12
6/1/2028	646,575.39	514,136.25	132,439.14	11,952,846.50
12/1/2028	661,432.28	534,507.25	126,925.03	11,412,994.18
6/1/2029	661,432.28	540,239.84	121,192.44	10,867,351.94
12/1/2029	676,823.46	561,425.09	115,398.37	10,300,312.60
6/1/2030	676,823.46	567,446.38	109,377.08	9,727,191.76
12/1/2030	692,766.99	589,475.77	103,291.22	9,041,407.16
6/1/2031	692,766.98	595,797.89	96,969.09	8,445,609.27
12/1/2031	709,283.98	618,704.82	90,579.16	7,826,904.45
6/1/2032	464,348.02	380,404.47	83,943.55	7,446,499.98
12/1/2032	481,458.72	401,595.01	79,863.71	7,044,904.97
6/1/2033	481,458.73	405,902.12	75,556.61	6,639,002.85
12/1/2033	499,183.39	427,980.08	71,203.31	6,211,022.77
6/1/2034	499,183.39	432,570.17	66,613.22	5,778,452.60
12/1/2034	517,545.76	455,571.86	61,973.90	5,322,880.74
6/1/2035	517,545.77	460,457.87	57,087.90	4,862,422.87
12/1/2035	536,567.45	484,417.96	52,149.49	4,378,004.91
6/1/2036	536,567.44	489,613.34	46,954.10	3,888,391.57
12/1/2036	556,273.49	514,570.49	41,703.00	3,373,821.08
6/1/2037	556,273.49	520,089.26	36,184.23	2,853,731.82
12/1/2037	576,688.12	546,081.85	30,606.27	2,307,649.97
6/1/2038	576,688.13	551,938.58	24,749.55	1,755,711.39
12/1/2038	597,835.10	579,005.10	18,830.00	1,176,706.29
6/1/2039	597,835.10	585,214.93	12,620.17	591,491.36
12/1/2039	597,835.10	591,491.36	6,343.74	0.00
Totals	<u>\$21,124,268.60</u>	<u>\$17,244,894.00</u>	<u>\$3,879,374.60</u>	



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: United States Department of Agriculture (USDA), Forest Service SNF

Procurement Title: N/A

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 - Wildland Div Staff Name Nathan Miller

### 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:

Nathan F Miller , Wildland Superintendent 04-07-2022

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

Fran Dunaway (Apr 13, 2022 13:16 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 # \_\_\_\_\_

Contractor: USFS (United States Forestry Service) Santa Fe National Forest

Description: This is an agreement between City of Santa Fe Fire Department and Santa Fe National Forest for us to be able to seek reimbursement for work completed with the Forest Service.

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: \_\_\_\_\_ Term End Date: March 1, 2027

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 D'Amico*  
Fran D'Amico (Apr 13, 2022 13:16 MDT)

Apr 13, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: Cooperative Agreement/13-1-98 A entity to entity COSF Procurement Manual exemptions

4. Funding Source: \_\_\_\_\_ Org / Object: \_\_\_\_\_

*Andy Hopkins*  
Andy Hopkins (Apr 12, 2022 13:17 MDT)

Apr 12, 2022

Budget Officer Approval:

Date:

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

Staff Contact who completed this form: \_\_\_\_\_ Phone # \_\_\_\_\_

Email: \_\_\_\_\_

### To be recorded by City Clerk:

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

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



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** April 5, 2022

**TO:** Governing Body

**VIA:** John Blair, City Manager  
Mary McCoy, Finance Department Director  
Brian Moya, Fire Chief  
Phil Martinez, Assistant Fire Chief

**FROM:** Nathan Miller, Wildland Superintendent

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### ITEM AND ISSUE:

Request for the Approval of Agreement with United States Department of Agriculture (USDA), Forest Service, Santa Fe National Forest (U.S. Forest Service -USFS) with no fiscal impact; increased capacity of services provided to USFS for Forest Service burns. (Nathan Miller, Wildland Superintendent; [nfmiller@santafenm.gov](mailto:nfmiller@santafenm.gov); (505)955-3901).

### BACKGROUND AND SUMMARY:

January 2022, the City of Santa Fe Fire Department Wildland Division was approached by the U.S. Forest Service, Santa Fe National Forest, regarding an agreement with the Forest Service expanding services provided from local burns, primarily in the Santa Fe Watershed, to other projects across the Santa Fe National Forest. Agreement #22-PA 11031000-039. This agreement would have no fiscal impact on the City of Santa Fe. This contract would allow the City of Santa Fe Fire Department to seek reimbursement for personnel salaries and equipment wages for any-and-all services provided to the USFS Santa Fe National Forest outside of normal operations. Examples of services provided, but not limited to; fuels reductions, pre-scribed fire, and equipment stand-by for medical-aid during incidents and training evolutions.

All monies will be reimbursed to the City via reimbursement documents upon the completion of project.

### PROCUREMENT METHOD:

No procurement method used.

### CONTRACT NUMBER:

The FY21 Munis contract number is 3200XXX.

### FUNDING SOURCE:

**Fund Name/Number:** General Fund / Fund 100

### ACTION REQUESTED:

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



FS Agreement No. 22-PA-11031000-039

Cooperator Agreement No. \_\_\_\_\_

ITEM #22-

**PARTICIPATING AGREEMENT  
Between The  
CITY OF SANTA FE FIRE DEPARTMENT  
And The  
USDA, FOREST SERVICE  
SANTA FE NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of Santa Fe Fire Department, hereinafter referred to as “Santa Fe Fire Department,” and the United States Department of Agriculture (USDA), Forest Service, Santa Fe National Forest, hereinafter referred to as the “U.S. Forest Service,” under the authority: Cooperative Funds and Deposits Act of 1978, Public Law 94-148 as amended, 16 USC 565a-1.

Background: The Santa Fe National Forest and the City of Santa Fe has cooperated over the years to accomplish prescribed burning on adjacent lands. In the past the City of Santa Fe Fire Department has provided the assistance of their wildland fire program on Forest Service burns in exchange for training opportunities and experience without compensation. This has been restricted to local burns primarily in the Santa Fe watershed. This agreement expands opportunities for utilizing City of Santa Fe Fire Department resources on prescribed burns projects across the Santa Fe National Forest increasing capacity and opportunities for training.

Title: Santa Fe Fire Department Partnership for Forest-wide Prescribed Fire Projects

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to accomplish forest prescribed burns and preparation of prescribed burns hosted by the U.S. Forest Service for protection, development, and improvement of National Forest System land within the Santa Fe National Forest in accordance with the following provisions and the hereby incorporated Scope of Work, Financial Plan, and Project Map attached as Exhibits A, B, and C respectively.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The U.S. Forest Service is responsible for the management and protection of National Forest System (NFS) lands with specific duties related to forest health, conservation, and forest fire/fuels management. The Santa Fe National Forest has a goal to increase the capacity to treat NFS lands and meet regional fuels targets.

The City of Santa Fe Fire Department’s goal is to cooperate in a program to enhance and, where possible, develop the forest resources conducting necessary improvement work



in such ways that will contribute to the public welfare and to support forestry protection.

Therefore, it is of mutual benefit to both entities to assist and cooperate in a program to enhance, and where possible, develop forest resources, doing necessary improvement work in such ways as will contribute to the public welfare and to support forestry protection.

The City of Santa Fe Fire Department will assist the Santa Fe National Forest in prescribed burn preparation and implementation.

In consideration of the above premises, the parties agree as follows:

### **III. SANTA FE FIRE DEPARTMENT SHALL:**

- A. LEGAL AUTHORITY. Santa Fe Fire Department shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, Chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. Santa Fe Fire Department may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-Government employees with unescorted access to U.S. Forest Service facilities and computer systems shall have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training, and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Perform in accordance with the terms of this Agreement and with the Scope of Work, Financial Plan, and Project Map as Exhibits A, B, and C.
- E. Follow the Job Hazard Analysis (JHA) that will be provided at the time of the burns.
- F. Perform in accordance with the burn plans.
- G. Provide qualified personnel and equipment to accomplish the tasks described in the prescribed fire burn plans.
- H. Be responsible for the City of Santa Fe Fire Department personnel and equipment.



- I. Provide personnel and equipment as needed and as practical to accomplish successful projects.
- J. Coordinate with U.S. Forest Service on any issues that may occur.
- K. Bill the U.S. Forest Service for actual costs incurred, not to exceed \$100,000.00 as agreed to in the attached Financial Plan.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Santa Fe Fire Department for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$100,000.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Santa Fe Fire Department's monthly invoice. Each invoice from Santa Fe Fire Department shall display the total project costs for the billing period, separated by U.S. Forest Service and partner's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Santa Fe Fire Department's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

- 1. City of Santa Fe Fire Department name, address, and telephone number.
- 2. U.S. Forest Service agreement number.
- 3. Invoice date.
- 4. Performance dates of the work completed (start & end).
- 5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Santa Fe Fire Department share with in-kind contributions displayed as a separate line item.
- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of U.S. Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement".
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

FAX: 877-687-4894



POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque NM 87109

Send a copy to: Rian Ream at [rian.ream@usda.gov](mailto:rian.ream@usda.gov)

- B. Perform in accordance with the terms of this Agreement and with the attached Financial Plan, Scope of Work and Project Map, Exhibits A, B, and C.
- C. Perform in accordance with burn plans.
- D. Provide qualified personnel and equipment to accomplish the tasks described in prescribed fire burn plan.
- E. Provide direction to the City of Santa Fe Fire Department on prescribed burn activities.
- F. Provide the Job Hazard Analysis (JHA) to the City of Santa Fe Fire Department at the time of burns.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Project Contact</b>	<b>Cooperator Financial Contact</b>
Name: Nate Miller Address: 2501 Camino Entrada City, State, Zip: Santa Fe NM 87507 Telephone: 505-231-3163 Email: <a href="mailto:nfmiller@santafenm.gov">nfmiller@santafenm.gov</a>	Name: Brian Moya Address: 200 Murales Road City, State, Zip: Santa Fe NM 87501 Telephone: 505-955-3110 FAX: 505-955-3115 Email: <a href="mailto:bjmoya@santafenm.gov">bjmoya@santafenm.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Rian Ream Address: 11 Forest Lane City, State, Zip: Santa Fe NM 87508 Telephone: 505-231-8736 FAX: 505-438-5391 Email: <a href="mailto:rian.ream@usda.gov">rian.ream@usda.gov</a>	Name: Lisa Street Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque NM 87102 Telephone: 303-275-5228 Email: <a href="mailto:lisa.street@usda.gov">lisa.street@usda.gov</a>



- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Santa Fe Fire Department are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Santa Fe Fire Department, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Santa Fe Fire Department from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of Santa Fe Fire Department's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Santa Fe Fire Department's products or activities.
- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Santa Fe Fire Department to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Santa Fe Fire Department when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Santa Fe Fire Department agree(s) that any of Santa Fe Fire Department's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Santa Fe Fire Department has hereby willingly agreed to assume these responsibilities.

Further, Santa Fe Fire Department shall provide any necessary training to Santa Fe Fire Department's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Santa Fe Fire Department shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.



- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- I. ELIGIBLE WORKERS. Santa Fe Fire Department shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Santa Fe Fire Department shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Santa Fe Fire Department shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- K. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

Santa Fe Fire Department shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

### **2. Accounting Records**



Santa Fe Fire Department shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

### 3. Internal Control

Santa Fe Fire Department shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Santa Fe Fire Department shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

### 4. Source Documentation

Santa Fe Fire Department shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$100,000.00 are currently available for performance of this agreement through March 1, 2027. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Santa Fe Fire Department receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- M. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If Santa Fe Fire Department has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
  2. For rates greater than 10 percent and less than 25 percent, cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
  3. For a rate greater than 25 percent, the U.S. Forest Service may require that request a federally approved rate from cooperator's cognizant audit agency no



later than 3 months after the effective date of the agreement. Santa Fe Fire Department will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.

4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.
- N. OVERPAYMENT. Any funds paid to Santa Fe Fire Department in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Santa Fe Fire Department to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Santa Fe Fire Department.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- O. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination Santa Fe Fire Department shall close out the agreement.

Any unobligated balance of cash advanced to Santa Fe Fire Department must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Santa Fe Fire Department.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.



- P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Santa Fe Fire Department shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Santa Fe Fire Department's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Santa Fe Fire Department shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Santa Fe Fire Department shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).



- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- T. PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Santa Fe Fire Department is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:
- “Santa Fe National Forest” of the U.S. Forest Service, U.S. Department of Agriculture”
- Santa Fe Fire Department may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. Santa Fe Fire Department is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- U. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service, but may be transferred to Santa Fe Fire Department on completion of the project, if appropriate.
- V. PROPERTY IMPROVEMENTS. Improvements placed by Santa Fe Fire Department on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Santa Fe Fire Department to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the Santa Fe Fire Department’s established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Santa Fe Fire Department shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Santa Fe Fire



Department is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

- X. **GOVERNMENT-FURNISHED PROPERTY.** Santa Fe Fire Department may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Santa Fe Fire Department shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Liability for Government Property.*

1. Unless otherwise provided for in the agreement, Santa Fe Fire Department shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or Santa Fe Fire Department is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Santa Fe Fire Department's managerial personnel. Santa Fe Fire Department's managerial personnel, in this provision, means Santa Fe Fire Department's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Santa Fe Fire Department's business; all or substantially all of Santa Fe Fire Department's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Santa Fe Fire Department shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Santa Fe Fire Department shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Santa Fe Fire Department shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Santa Fe Fire Department shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.



- Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.
- Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Santa Fe Fire Department shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Santa Fe Fire Department shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Santa Fe Fire Department materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:



1. Temporarily withhold cash payments pending correction of the deficiency by Santa Fe Fire Department or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Santa Fe Fire Department's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Santa Fe Fire Department agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Santa Fe Fire Department to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, Santa Fe Fire Department shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Santa Fe Fire Department for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Santa Fe Fire Department up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

EE. DEBARMENT AND SUSPENSION. Santa Fe Fire Department shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the



Federal Government according to the terms of 2 CFR Part 180. Additionally, should Santa Fe Fire Department or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- FF. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  - (d) If the Government determines that the recipient is not in compliance with this award provision, it:
    - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
    - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

GG. COPYRIGHTING. Santa Fe Fire Department is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.



No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by Santa Fe Fire Department under this agreement.
2. Any right of copyright to which Santa Fe Fire Department purchase(s) ownership with any federal contributions.

- HH. PUBLICATION SALE. Santa Fe Fire Department may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.
- II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective for five (5) years from that date at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.



**City of Santa Fe:**

\_\_\_\_\_  
ALAN WEBBER, Mayor Date  
City of Santa Fe

*Attest:*

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, City Clerk Date  
City of Santa Fe

*Approved for Finances:*

*Mary McCoy*

\_\_\_\_\_  
MARY MCCOY, Finance Director Date  
City of Santa Fe

**City Attorney's Office:**

*Marcos Martinez*  
Marcos Martinez (Apr 12, 2022 09:49 MDT)

Apr 12, 2022

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



**DEBBIE  
CRESS**

Digitally signed by  
DEBBIE CRESS  
Date: 2022.05.08  
11:52:13 -06'00'

DEBBIE CRESS, Forest Supervisor  
U.S. Forest Service, Santa Fe National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

Digitally signed by LISA  
STREET  
Date: 2022.03.14  
12:09:15 -06'00'

LISA STREET  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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Attachment **B**

USFS Agreement No.: **22-PA-11031000-039**  
 Cooperator Agreement No.:

Mod No.

**This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.**

**Agreements Financial Plan (Medium Form)**

**1. Financial Plan Matrix:**

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS (Direct Costs)	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS			(g) TOTAL
	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) In-Kind	(f) Other Federal	
Salaries/Labor	\$39,300.00	\$0.00	\$50,048.00	\$32,500.00	\$0.00	\$0.00	\$121,848.00
Travel	\$0.00	\$0.00	\$2,160.00	\$0.00	\$0.00	\$0.00	\$2,160.00
Equipment	\$16,350.00	\$0.00	\$46,396.00	\$10,200.00	\$0.00	\$0.00	\$72,946.00
Supplies/Materials	\$1,360.00	\$0.00	\$1,396.00	\$0.00	\$0.00	\$0.00	\$2,756.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$57,010.00</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$42,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$199,710.00</b>
Cooperator Indirect Costs			\$0.00	\$0.00			\$0.00
FS Overhead Assessment	\$6,841.20						\$6,841.20
<b>Gross Total</b>	<b>\$63,851.20</b>	<b>\$0.00</b>	<b>\$100,000.00</b>	<b>\$42,700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$206,551.20</b>

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(g) = (h)	(h) 79.33%
Other Federal Contribution = (f)/(g) = (i)	(i) 0.00%
Total Federal Share = (h+i) = (j)	(j) 79.33%
Total Cooperator Share (d+e)/(g) = (k)	(k) 20.67%
Total (j+k) = (l)	(l) 100.00%

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
GS 12 Fuels Program Manager		\$520.00	2.00		\$1,040.00
GS 11 Fire management specialist		\$460.00	5.00		\$2,300.00
GS 11 Fire Management Officer		\$460.00	5.00		\$2,300.00
GS 9 Fuels Tech		\$360.00	8.00		\$2,880.00
GS 9 AFMO		\$360.00	8.00		\$2,880.00
GS 8 Engine Captain		\$300.00	10.00		\$3,000.00
GS 7 Assistant Engine Captain		\$260.00	10.00		\$2,600.00
GS 6 Engine Operator		\$230.00	10.00		\$2,300.00
4-GS 5 Rx crew members (4*\$200=\$800)		\$800.00	10.00		\$8,000.00
8-GS 4 Rx crew members (8*150=\$1200)		\$1,200.00	10.00		\$12,000.00
Non-Standard Calculation					
<b>Total Salaries/Labor</b>					<b>\$39,300.00</b>
Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
Non-Standard Calculation					
<b>Total Travel</b>					<b>\$0.00</b>

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
UTV daily rate	2.00	\$75.00	5.00		\$750.00
Type 6 Engine	2.00	\$300.00	10.00		\$6,000.00

FS 4WD Truck	8.00	\$120.00	10.00	\$9,600.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Equipment</b>	<b>\$16,350.00</b>
------------------------	--------------------

<b>Supplies/Materials</b>
---------------------------

<b>Standard Calculation</b>
-----------------------------

Supplies/Materials	# of Items	Cost/Item	Total
Unleaded Fuel	200.00	\$3.25	\$650.00
Diesel Fuel	200.00	\$3.55	\$710.00
			\$0.00
			\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Supplies/Materials</b>	<b>\$1,360.00</b>
---------------------------------	-------------------

<b>Printing</b>
-----------------

<b>Standard Calculation</b>
-----------------------------

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Printing</b>	<b>\$0.00</b>
-----------------------	---------------

<b>Other Expenses</b>
-----------------------

<b>Standard Calculation</b>
-----------------------------

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Other</b>	<b>\$0.00</b>
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<b>Subtotal Direct Costs</b>	<b>\$57,010.00</b>
------------------------------	--------------------

<b>Forest Service Overhead Costs</b>
--------------------------------------

Current Overhead Rate	Subtotal Direct Costs	Total
12.00%	\$57,010.00	\$6,841.20

<b>Total FS Overhead Costs</b>	<b>\$6,841.20</b>
--------------------------------	-------------------

<b>TOTAL COST</b>	<b>\$63,851.20</b>
-------------------	--------------------

## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days	Total
Atalaya Handcrew (8-22 personnel) - (12 Rx crew/\$28/hour/person: average 8 hr day)	\$2,688.00	16.00	\$43,008.00
Rapid Extraction Module (1 ALS and 3 RES-TECs or 3 FFTs)	\$1,408.00	5.00	\$7,040.00
			\$0.00
			\$0.00
			\$0.00

##### Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$50,048.00</b>
-----------------------------	--------------------

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Travel Field Per Diem	12	\$30.00	6.00	\$2,160.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

##### Non-Standard Calculation

<b>Total Travel</b>	<b>\$2,160.00</b>
---------------------	-------------------

#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days	Total
4X4 Truck-Command (.46 per mile after 50 miles)	2.00	\$53.90	2.00	\$215.60
4X4 Truck-Crew Carrier (.46 per mile after 50 miles)	5.00	\$165.00	16.00	\$13,200.00
Ambulance 4X4 w/ 2 fireline EMTs (.46 per mile after 50 miles)	1.00	\$871.20	3.00	\$2,613.60
Type 1 Engine (Average 8 hr/day, .46/mile after 50 miles)	1.00	\$1,452.00	1.00	\$1,452.00
Type 3 Engine (Average 8 hr/day, .46/mile after 50 miles)	1.00	\$1,064.80	2.00	\$2,129.60

##### Non-Standard Calculation

Type 6 Engine (Average 8 hr/day, .46/mile after 50 miles)	2	\$871.20	10	\$17,424.00
Chipper w/ 2 operators	1	\$2,145.00	1	\$2,145.00
UTV	2	\$137.50	16	\$4,400.00
Type 1 Tactical Water Tender (Average 8 hr/day, .46/mile after 50 miles)	1	\$1,047.20	2	\$2,094.40
Type 3 Support Water Tender (Average 8 hr/day, .46/mile after 50 miles)	1	\$721.80	1	\$721.80

<b>Total Equipment</b>	<b>\$46,396.00</b>
------------------------	--------------------

#### Supplies/Materials

##### Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
Unleaded Fuel (gal)	100.00	\$3.33	\$333.00
Diesel Fuel (gal)	100.00	\$3.63	\$363.00
Bar Oil (gal)	\$20.00	25.00	\$500.00
Misc. Saw Parts (Saw mix, chain, bar, filters, sprockets, wedges, etc.)	1.00	\$200.00	\$200.00

##### Non-Standard Calculation

Total Supplies/Materials

\$1,396.00

**Printing**

**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

\$0.00

Total Printing

\$0.00

**Other Expenses**

**Standard Calculation**

Item	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

\$0.00

Total Other

\$0.00

<b>Subtotal Direct Costs</b>	<b>\$100,000.00</b>
------------------------------	---------------------

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
0.00%	\$100,000.00	\$0.00

Total Coop. Indirect Costs

\$0.00

<b>TOTAL COST</b>	<b>\$100,000.00</b>
-------------------	---------------------

## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

Job Description	Cost/Day	# of Days		Total
Fire Chief	\$450.00	10.00		\$4,500.00
Town Administrator	\$400.00	10.00		\$4,000.00
Finance Administrator	\$350.00	10.00		\$3,500.00
Wildland Coordinator	\$350.00	10.00		\$3,500.00
Engine Captain Backfill	\$300.00	10.00		\$3,000.00
Crew Boss Backfill	\$260.00	10.00		\$6,000.00
4 Rx Crewmembers Backfill (4*\$200=\$800)	\$800.00	10.00		\$8,000.00
<b>Total Salaries/Labor</b>				<b>\$32,500.00</b>

#### Travel

##### Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

##### Non-Standard Calculation

<b>Total Travel</b>					<b>\$0.00</b>
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#### Equipment

##### Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Tools	10.00	\$38.00	10.00		\$3,800.00
Radios	5.00	\$50.00	10.00		\$2,500.00
Chain Saws	2.00	\$50.00	10.00		\$1,000.00
Drip Torches	4.00	\$10.00	10.00		\$400.00
Medical Equipment	5.00	\$50.00	10.00		\$2,500.00

**Non-Standard Calculation**

**Total Equipment** **\$10,200.00**

**Supplies/Materials**

**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** **\$0.00**

**Printing**

**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

**Other Expenses**

**Standard Calculation**

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Other** **\$0.00**

**Subtotal Direct Costs** **\$42,700.00**

**Cooperator Indirect Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
	\$42,700.00	\$0.00

**Total Coop. Indirect Costs** **\$0.00**

**TOTAL COST** **\$42,700.00**

## **Project Name: City of Santa Fe Fire Department Prescribed Fire Project**

### **Scope of Work/Purpose:**

The intent of this agreement is for the U.S. Forest Service, Santa Fe National Forest to partner with the City of Santa Fe Fire Department (SFFD) to facilitate preparation and implementation of prescribed fire across all Ranger Districts on the Santa Fe National Forest. This will include the Coyote, Cuba, Jemez, Pecos/Las Vegas, and Espanola Ranger Districts (see Project Map, Exhibit C). This will create numerous training opportunities for the City of Santa Fe Fire Department and provide increased capacity for preparation and implementation of prescribed fire on the entire Santa Fe National Forest. This agreement between the SFFD and the U.S. Forest Service will serve two primary functions.

1. SFFD would be utilized to participate in prescribed fire implementation on any district of the Santa Fe National Forest. Examples of this type of work include:

- Communicate with Santa Fe Dispatch when mobilized to a prescribed fire.
- Attend prescribed fire briefings and breakout sessions to understand leader's intent for any prescribed fire.
- Utilizing UTV to shuttle personnel and/or equipment on prescribed fires.
- Conducting firing operations as trainee or qualified FIRB.
- Utilizing drip torches and other ignition devices to blackline prescribed fire units.
- Communication with burn boss and adjoining forces to accomplish prescribed fire objectives.
- Holding prescribed fire containment lines.
- Securing and mop up of prescribed fire containment lines.
- Patrolling of prescribed fire containment lines.
- Gridding outside of prescribed fire containment lines to look for spot fires.
- Taking control action on spot fires outside of containment lines.
- Serve as off-site contingency resource for any prescribed fire project at half rate as displayed in Financial plan.
- Rapid Extraction Module (REM Team) and/or ambulances to serve as emergency medical support for prescribed fires.
- Type 1, Type 3, or Type 6 Engines to assist in any of the above holding, securing, mop-up or containment listed above.

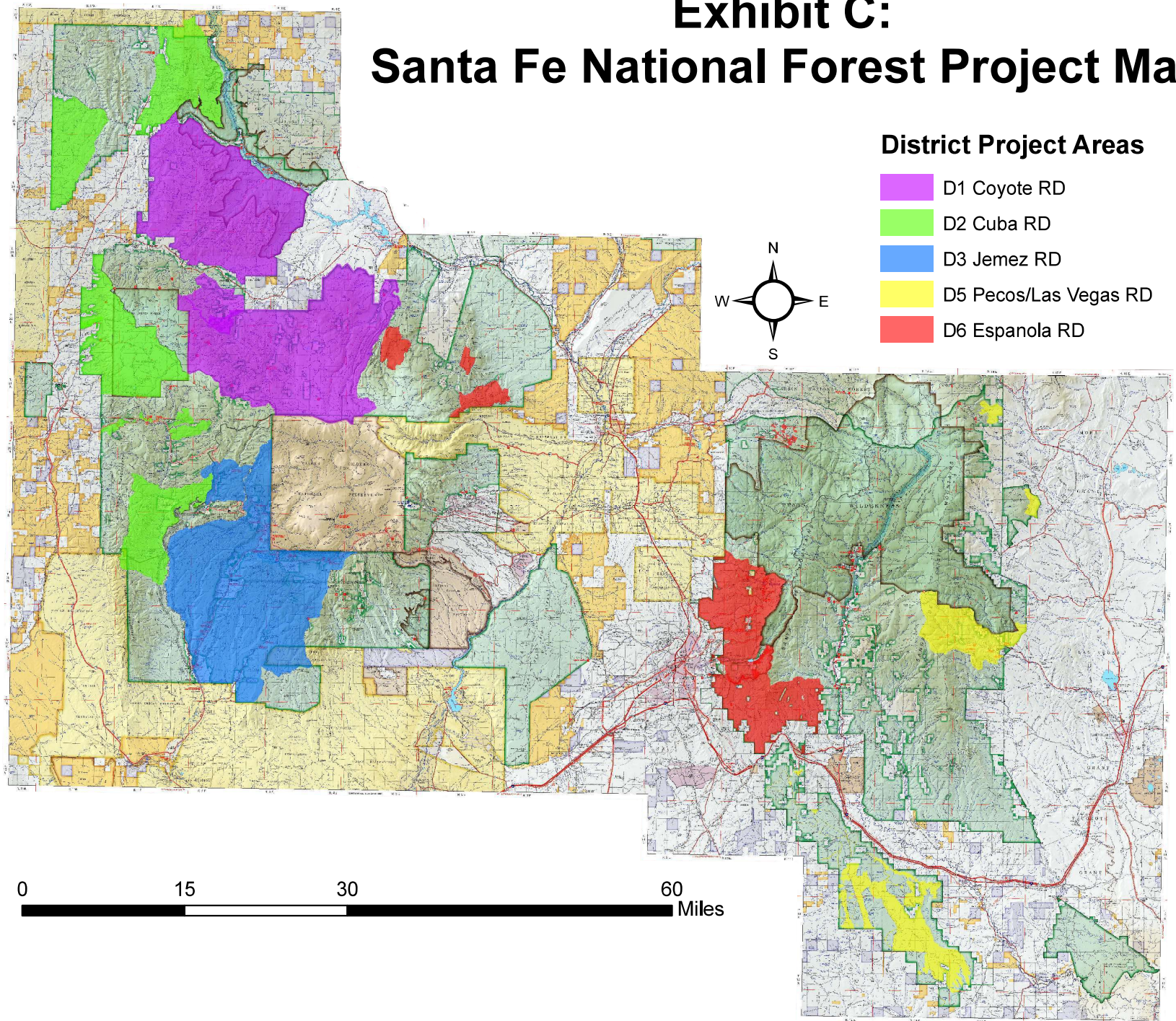
2. SFFD would be utilized for fuels treatments and prescribed fire preparation on any district of the Santa Fe National Forest. Examples of this type of work include but are not limited to the following:

- Fuel break construction that includes thinning and limbing small diameter trees near a prescribed fire containment line to a project specific distance.
- Removing existing dead/down fuel and activity generated fuel away from containment line to a specified distance.

- Fuel break construction may also include use of a chipper to dispose of activity generated fuel when conditions allow.
- Fire line construction with hand tools between 2-3 feet in width down to bare mineral soil.
- Thinning and piling of small diameter material, typically <9” diameter at breast height, in defined areas that help the facilitation of prescribed fire.

Funds allocated in this agreement are intended to cover SFFD costs for fuels crews, prescribed fire crews, engines, REM teams, equipment expenses, overtime expenses, field per diem costs for Rx crews that require overnight stays, and supply costs for chainsaw use (fuel, bar oil, 2 cycle mix, bars, chain etc.). Please see attached financial plan for breakdown of costs. Total funding for this agreement is \$100,000.00, job code **NFHF1022**.

# Exhibit C: Santa Fe National Forest Project Map








# 2022 04 08 USFS Agreement Fire signable version

Final Audit Report

2022-04-12

Created:	2022-04-12
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz33WjByC6uW1-sHuCT-bx1CUst4M9wCp

## "2022 04 08 USFS Agreement Fire signable version" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)  
2022-04-12 - 3:32:07 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature  
2022-04-12 - 3:35:36 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)  
2022-04-12 - 3:48:52 PM GMT- IP address: 76.127.41.63
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)  
Signature Date: 2022-04-12 - 3:49:28 PM GMT - Time Source: server- IP address: 76.127.41.63
-  Agreement completed.  
2022-04-12 - 3:49:28 PM GMT

**Signature:**

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












# GB FIRE USFS RE-1

Final Audit Report

2022-04-18

Created:	2022-04-12
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAMeuYI!JvGozg6EAUEosWXDPgLKpM5Xym

## "GB FIRE USFS RE-1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)  
2022-04-12 - 5:21:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature  
2022-04-12 - 5:27:51 PM GMT
-  Document shared with kssanchez@santafenm.gov  
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-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)  
2022-04-12 - 7:16:44 PM GMT- IP address: 104.47.64.254
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2022-04-12 - 7:17:18 PM GMT
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2022-04-13 - 7:14:41 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)  
Signature Date: 2022-04-13 - 7:16:28 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2022-04-13 - 7:16:31 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2022-04-18 - 3:43:29 PM GMT- IP address: 104.47.65.254



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Signature Date: 2022-04-18 - 3:44:41 PM GMT - Time Source: server- IP address: 63.232.20.2

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 Document declined by xivigil@santafenm.gov

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# City of Santa Fe, New Mexico

## Memorandum




**DATE:** May 4, 2022

**TO:** Governing Body  
Finance Committee  
Public Works Committee

**VIA:** John Blair, City Manager  
Alexis Lotero, Interim Finance Director  
Fran Dunaway, Chief Procurement Officer  
Manuel Gonzales, ITT Department Director

**FROM:** David C. Tapia, Contracts Administrator

  
Manuel Gonzales (May 5, 2022 13:13 MDT)

---

### ITEM AND ISSUE:

ITT Department Request for the Approval of contract in the Total Amount of \$358,111.80 for Three Year Term for Adobe Licensing via CDW-G; (Manuel Gonzales, ITT Director, mmgonzales@santafenm.gov, 505-955-5531)

### BACKGROUND AND SUMMARY:

ITT is requesting to purchase Adobe Expansion Services and Licenses for continued E-Sign services for the term of three years. The expansion service is a critical for city staff and the Applications Services department to have in order to fulfill all City Staff Adobe Licensing request as well as for using Adobe E-Signature Services that are required for E-Government operations.

### PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) #: 60-000-15-00020AB, which expires on June 30, 2022.

### CONTRACT NUMBER:

The FY20 Munis contract number is 3203337.

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** Services of Other Departments/Fund 600

**Munis Org Name/Number:** ITT EAS/ORG: 6203600

**Munis Object Name/Number:** Software Subscriptions/530710

### ACTION REQUESTED:

ITT respectfully requests your review and approval.



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CDW-G for Adobe Licensing \_\_\_\_\_

Procurement Title: State-Wide Pricing Agreement 60-000-15-00020AB Exp: 06/30/2022 \_\_\_\_\_

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other  \_\_\_\_\_

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

Department Requesting \_\_\_\_\_ ITT \_\_\_\_\_ Staff Name David C. Tapia \_\_\_\_\_

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

David C. Tapia Contracts Administrator May 5, 2022

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

Fran Dunaway (May 11, 2022 16:40 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 # 3203337

Contractor: CDW-G for Adobe Licensing

Description: **ITT is requesting to purchase Adobe Expansion Services and Licenses for continued E-Sign services for the term of three years. The expansion service is critical for continued Adobe services for City staff.**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 05/25/2022 Term End Date: 05/25/2025

Approved by Council Date: Pending

### 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)

**This is the original contract for Adobe Licensing for the term of three years paid annually.**

**Fiscal Year: 2022: \$119,370.60**

**Fiscal Year: 2023: \$119,370.60**

**Fiscal Year: 2024: \$119,370.60**

**Total Contract: \$358,111.80**

3. **Procurement History: Procured Through State Wide Pricing Agreement 60-000-15-00020AB Exp:06/22**

Fran Doherty (May 11, 2022 16:40 MDT)

May 11, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: Issuance of contract and T&Cs for City added. Use of NM statewide PA.

4. **Funding Source: EAS Software Subscriptions**

**Org / Object: 6203600.530710**

Andy Hopkins (May 9, 2022 15:57 MDT)

May 9, 2022

Budget Officer Approval:

Date:

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

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

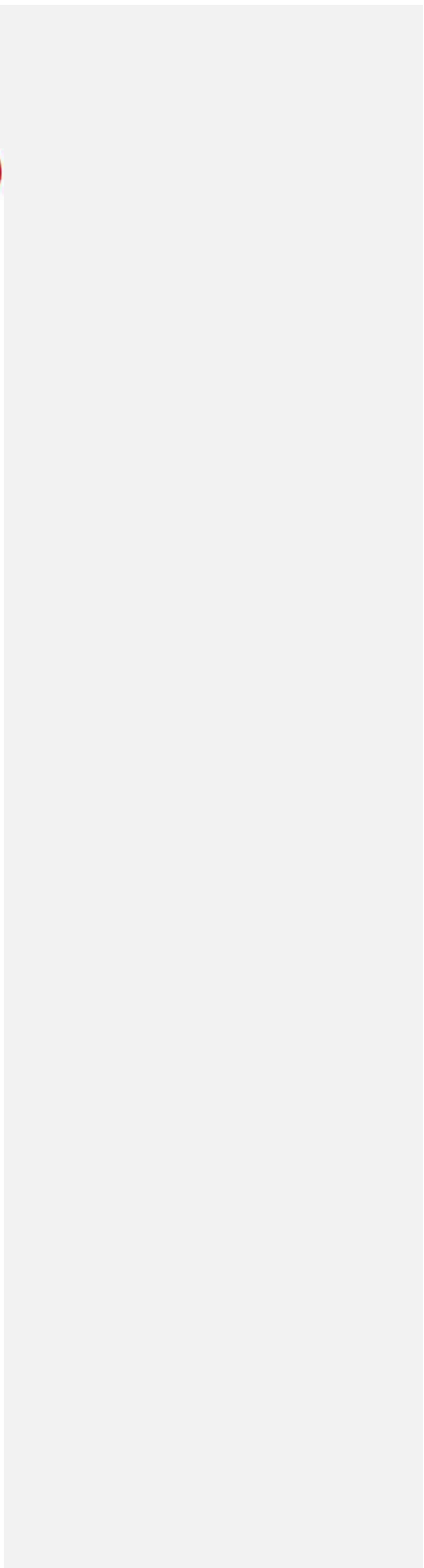
### To be recorded by City Clerk:

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

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



®



## **TERMS AND CONDITIONS**

# **SALES AND SERVICE PROJECTS**

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### **PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY**

THE TERMS AND CONDITIONS OF PRODUCT SALES AND SERVICE PROJECTS ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("CUSTOMER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS OR BY ENGAGING THE CDW AFFILIATE IDENTIFIED ON THE INVOICE, STATEMENT OF WORK OR OTHER CDW DOCUMENTATION ("SELLER") TO PROVIDE PRODUCT OR PERFORM OR PROCURE ANY SERVICES, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS UNLESS CUSTOMER AND SELLER HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

ANY GENERAL DESCRIPTION OF THE TYPES OF PRODUCTS OR SERVICES AND RESULTS THEREOF POSTED ON ANY SELLER WEBSITE OR MOBILE APPLICATION DO NOT CONSTITUTE PART OF THE AGREEMENT BETWEEN SELLER AND CUSTOMER.

### **Important Information About These Terms and Conditions**

These Terms and Conditions constitute a binding contract between Customer and Seller and are referred to herein as either "Terms and Conditions" or this "Agreement". Customer accepts these Terms and Conditions by making a purchase from or placing an order with Seller or shopping on any Seller Website or Mobile Application (each, a "Site") or otherwise requesting products (the "Products") or engaging Seller to perform or procure any Services (as this and all capitalized terms are defined herein). These Terms and Conditions are subject to change without prior notice, except that the Terms and Conditions posted on a Site at the time Customer places an order or signs a Statement of Work will govern the order in question, unless otherwise agreed in writing by Seller and Customer.

Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting Seller. In addition, Internet connectivity requires access services from an Internet

access provider. Contact your local access provider for details. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

## **Governing Law**

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF New Mexico, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT EXCLUSIVELY Santa Fe, New Mexico, AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

## **Title; Risk of Loss**

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer.

## Services

Customers may order services (collectively, "Services") from or through Seller from time to time. Certain Services may be provided by third parties, including, but not limited to, extended warranty service by manufacturers, and are sold by Seller as distributor or sales agent ("Third Party Services").

In the case of Third-Party Services, Customer shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Customer and Customer's Affiliates (defined below) hereby release Seller and Seller's Affiliates (defined below) from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent. "Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, these Terms and Conditions will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

## Cooperation

In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing: (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer

systems, and (iii) all Required Consents necessary for Seller to provide the Services.

"Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third-party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees, or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

## **Access**

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff, and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller.

## **Payment**

Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice

Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer must claim any exemption from such taxes, fees, or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received.

## **Export Sales**

If this transaction involves an export of items (including, but not limited to, commodities, software, or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export, or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

## **Warranties**

Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's

specifications only and is not relying on any statements, specifications, photographs, or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

Seller makes no warranties to the Customer and the Customer hereby acknowledges that Seller makes no warranties in regard to the applicability of all laws and regulations affecting, without limitation the manufacture, performance, sale, packaging and labelling of the Products which are in force within the Customer's territory.

Customer further acknowledges and agrees that Seller makes no representations, warranties, or assurances that the Products are designed for or suitable for use in any high-risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high-risk environments.

Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED

TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage, or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged, or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

Seller will not be responsible for, and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

### **Pricing Information; Availability Disclaimer**

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

### **Credits**

Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products

and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

## **Limitation of Liability**

**UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.**

## **Limited License**

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

## **Confidential Information**

Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic, or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

Each party agrees to hold the other party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

## **Return Privileges**

CDW allows Customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. Customers should contact CDW Customer Relations at 866.SVC.4CDW to initiate a return or for additional information. Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

## **Termination**

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

## **Provisions Related to Custom Imaging**

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <https://www.cdw.com/content/cdw/en/landing-pages/installation-and-custom-engraving-indemnity-agreement.html>

## Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims) arising from or relating to the Products, the Services, the interpretation or application of these Terms and Conditions or any Statement of Work or the breach, termination or validity thereof, the relationships which result from these Terms and Conditions or any Statement of Work (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or Seller's or any of its Affiliates' advertising or marketing (collectively, a "Claim") MAY BE RESOLVED, UPON THE ELECTION OF ANY OF SELLER OR, CUSTOMER BY BINDING ARBITRATION. If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association. If arbitration is chosen by any party with respect to a Claim, neither Seller nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties involved. **Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim.** Notwithstanding any choice of law provision included in these Terms and Conditions, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). The arbitration will take place exclusively in Santa Fe, NM. Any court having \_\_\_\_\_ jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party involved will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. **Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Seller arising out of the Products or Services will be exclusively litigated in court rather than through arbitration.**

## Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "**Process,**" "**Processed,**" or "**Processing**") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("**Personal Data**"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("**CCPA**"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if applicable, the CCPA ("**Privacy Laws**"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement,

Seller (1) shall have the right to retain, use or disclose de-identified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws.

The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement.

Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out-of-pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement.

Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions.

Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket

expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement.

To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("**EEA**") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data.

Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation.

The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality.

Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("**Security Breach**"). Seller shall reasonably cooperate in the investigation of the Security Breach.

The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement.

Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule

or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority.

## Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail or one (1) day after such notice is sent by courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

Any liability incurred by the CUSTOMER 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 CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

### APPROPRIATIONS

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

**CDW GOVERNMENT LLC**  
230 N. Milwaukee Rd  
Vernon Hills, IL 60061

*Dario Bertocchi*  
By: \_\_\_\_\_

Name: Dario Bertocchi

Title: Director, Program Sales

Date: Apr 27, 2022

**City of Santa Fe**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Attest**

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

**City Attorney's Office**

*Marcos Martinez*  
Marcos Martinez (Apr 28, 2022 13:07 MDT)  
\_\_\_\_\_  
Senior Assistant City Attorney

**Approved for Finances**

*Alexis Lotero*  
Alexis Lotero (May 12, 2022 11:44 MDT)  
\_\_\_\_\_  
Alexis Lotero, Finance Director

# QUOTE CONFIRMATION



DEAR STEVEN SANTISTEVAN,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
<b>MQMC831</b>	<b>2/28/2022</b>	<b>ADOBE 3YR</b>	<b>7322687</b>	<b>\$358,111.80</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">ADOBE SIGN F/ENT SUB 1Y</a> Mfg. Part#: 65315746JA Start Date: 05/03/2022 End Date: 05/02/2023 Option Year 1 Electronic distribution - NO MEDIA Contract: MARKET	1	6443304	\$42,228.00	\$42,228.00
<a href="#">ADO ACRO DC PRO T3 12M</a> Mfg. Part#: 65286686JA Start Date: 05/03/2022 End Date: 05/02/2023 Option Year 1 Electronic distribution - NO MEDIA Contract: MARKET	500	5379253	\$99.45	\$49,725.00
<a href="#">CCE ALL APPS</a> Mfg. Part#: 65274430JA Start Date: 05/03/2022 End Date: 05/02/2023 Option Year 1 Electronic distribution - NO MEDIA Contract: MARKET	32	4853635	\$856.80	\$27,417.60
<a href="#">ADOBE SIGN F/ENT SUB 1Y</a> Mfg. Part#: 65315746JA Start Date: 05/03/2023 End Date: 05/02/2024 Option Year 2 Electronic distribution - NO MEDIA Contract: MARKET	1	6443304	\$42,228.00	\$42,228.00
<a href="#">ADO ACRO DC PRO T3 12M</a> Mfg. Part#: 65286686JA Start Date: 05/03/2023 End Date: 05/02/2024 Option Year 2 Electronic distribution - NO MEDIA Contract: MARKET	500	5379253	\$99.45	\$49,725.00
<a href="#">CCE ALL APPS</a> Mfg. Part#: 65274430JA Start Date: 05/03/2023 End Date: 05/02/2024 Option Year 2 Electronic distribution - NO MEDIA Contract: MARKET	32	4853635	\$856.80	\$27,417.60
<a href="#">ADOBE SIGN F/ENT SUB 1Y</a>	1	6443304	\$42,228.00	\$42,228.00

**QUOTE DETAILS (CONT.)**

Mfg. Part#: 65315746JA  
 Start Date: 05/03/2024  
 End Date: 05/02/2025  
 Option Year 3  
 Electronic distribution - NO MEDIA  
 Contract: MARKET

**ADO ACRO DC PRO T3 12M** 500 5379253 \$99.45 \$49,725.00

Mfg. Part#: 65286686JA  
 Start Date: 05/03/2024  
 End Date: 05/02/2025  
 Option Year 3  
 Electronic distribution - NO MEDIA  
 Contract: MARKET

**CCE ALL APPS** 32 4853635 \$856.80 \$27,417.60

Mfg. Part#: 65274430JA  
 Start Date: 05/03/2024  
 End Date: 05/02/2025  
 Option Year 3  
 Electronic distribution - NO MEDIA  
 Contract: MARKET

<b>PURCHASER BILLING INFO</b>	<b>SUBTOTAL</b>	\$358,111.80
<b>Billing Address:</b> CITY OF SANTA FE EUS ITT PO BOX 909 SANTA FE, NM 87504-0909 <b>Phone:</b> (505) 955-5572 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$358,111.80</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF SANTA FE ITT DIRECTOR 1600 SAINT MICHAELS DR MOUTON HALL BLDG 24 SANTA FE, NM 87505-7615 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



**Juan Camargo**

(866) 405-6241

juancam@cdwg.com

<b>LEASE OPTIONS</b>			
<b>FMV TOTAL</b>	<b>FMV LEASE OPTION</b>	<b>BO TOTAL</b>	<b>BO LEASE OPTION</b>
<b>\$358,111.80</b>	<b>\$9,504.29/Month</b>	<b>\$358,111.80</b>	<b>\$11,004.78/Month</b>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
**0000013840**  
**CDW Government LLC**  
**75 Remittance Drive**  
**Chicago, IL 60675-1515**  
  
**Contact: John Armijo**  
**Email: John.Armijo@cdw.com**  
**Telephone No.: (312) 547-2495**

Price Agreement Number: 60-000-15-00020AB

Price Agreement Amendment No.: Six

Term: June 30, 2017 – June 30, 2022

NASPO ValuePoint Master Agreement Award  
Number: ADSPO16-130652

NASPO ValuePoint Link:  
<https://www.naspovaluepoint.org/portfolio/software-var-2016-2022/cdw-g/>

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.LeBlanc@state.nm.us

**Invoice:**  
**As Requested**

Title: **Software VAR**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 8, 2022 to June 30, 2022 at the same price, terms and conditions.**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*  
Mark Hayden, New Mexico State Purchasing Agent

Date: 3/24/2022

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

*JDZ*



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
**0000013840**  
**CDW Government LLC**  
**75 Remittance Drive**  
**Chicago, IL 60675-1515**  
  
**Contact: John Armijo**  
**Email: John.Armijo@cdw.com**  
**Telephone No.: (312) 547-2495**

Price Agreement Number: 60-000-15-00020AB

Price Agreement Amendment No.: Five

Term: June 30, 2017 – April 7, 2022

NASPO ValuePoint Master Agreement Award  
Number: ADSPO16-130652

NASPO ValuePoint Link:  
<https://www.naspovaluepoint.org/portfolio/software-var-2016-2022/cdw-g/>

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: (505) 629-9525

Email: Vanessa.LeBlanc@state.nm.us

**Invoice:**  
**As Requested**

Title: Software VAR

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 8, 2022 to April 7, 2022 at the same price, terms and conditions.

Also, update Award Vendor Contact information to: **John Armijo**  
Email: **John.Armijo@cdw.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: 1/4/2022

Mark Hayden, New Mexico State Purchasing Agent

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

*JDL*



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
**0000013840**  
**CDW Government LLC**  
**75 Remittance Drive**  
**Chicago, IL 60675-1515**  
  
**Contact: Michael Confort**  
**Email: michael.confort@cdw.com**  
**Telephone No.: (312) 547-2495**

Price Agreement Number: 60-000-15-00020AB

Price Agreement Amendment No.: Four

Term: June 30, 2017 –January 7, 2022

NASPO ValuePoint Master Agreement Award  
Number: ADSPO16-130652

NASPO ValuePoint Link:  
<https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/cdw-g/>

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

Procurement Specialist: Vanessa LeBlanc *VL*

Telephone No.: 505-827-0266

Email: Vanessa.LeBlanc@state.nm.us

Title: Software VAR

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 8, 2021 to January 7, 2022 at the same price, terms and conditions.**

**Update Awarded Vendor contact information to: Michael Confort**  
**Email: michael.confort@cdw.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: 2/16/2021

Mark Hayden, New Mexico State Purchasing Agent  
x **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

*JDL*



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
0000013840  
CDW Government LLC  
75 Remittance Drive  
Chicago, IL 60675-1515  
  
**Contact: Jumana DiHu**  
Email: jumdihu@cdw.com  
Telephone No.: (312) 547-2495

NASPO ValuePoint Master Agreement Award  
Number: **ADSPO16-130652**

Price Agreement Number: **60-000-15-00020AB**

Price Agreement Amendment No.: **Three**

Term: **June 30, 2017 – April 7, 2021**

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

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

**Invoice:**  
As Requested

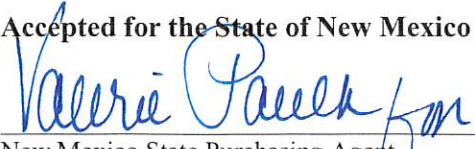
Title: **Software VAR**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 7, 2020 to April 7, 2021 at the same price, terms and conditions.**

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

Accepted for the State of New Mexico

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 4/1/2020



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
0000013840  
CDW Government LLC.  
75 Remittance Drive  
Chicago, IL 60675-1515  
Attn: Mark A. Ellis  
markeli@cdwg.com  
  
Telephone No.: (312) 547-2495

NASPO ValuePoint Master Agreement Award  
Number: ADSP016-130652

Price Agreement Number: 60-000-15-00020AB

Price Agreement Amendment No.: Two

Term: June 30, 2017 – April 7, 2020

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

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

**Invoice:**  
As Requested

Title: **Software VAR**

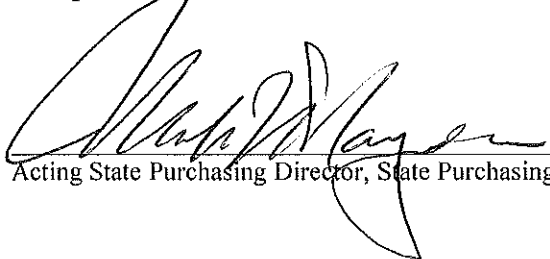
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 7, 2019 to April 7, 2020 at the same price, terms and conditions.

Vendor's Physical Address has been updated to the following: 230 N. Milwaukee Ave  
Vernon Hills, IL 60061


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

Accepted for the State of New Mexico

  
Acting State Purchasing Director, State Purchasing Division

Date: 3/27/2019

*mm*


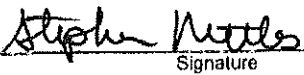
	<b>Contract Amendment</b>		State of Arizona State Procurement Office
	Contract No.: ADSP016-130652		PAGE 1 OF 1
	Amendment No.: Three (3)		
			100 N. 15 <sup>TH</sup> Avenue, Suite 402 Phoenix, AZ 85007

<b>CONTRACTOR:</b> CDWG 230 N. Milwaukee Ave Vernon Hills, IL 60061	<b>STATE AGENCY:</b> Arizona Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007
<b>CONTACT:</b> Jason Schwartz <b>PHONE:</b> (847) 419-7542 <b>EMAIL:</b> JasonS@cdw.com	<b>CONTACT:</b> Eric Bell <b>PHONE:</b> (602) 542-8921 <b>EMAIL:</b> Eric.Bell@azdoa.gov

**Software Value Added Reseller (SVAR) NASPO Master Contract**

Pursuant to NASPO Master Agreement Section 4: Lead State (ARIZONA) Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2020.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.			
Contractor hereby acknowledges receipt and understanding of the above amendment.		The above referenced contract amendment is hereby executed this date by the State.	
 Signature	1/28/19 Date	 Signature	1/29/2019 Date
<u>Robert F. Kirby</u> President, CDW Government LLC Printed/Typed Name and Title		Stephen Nettles Sr Contracts & Procurement Mgr. Printed/Typed Name and Title	



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

**Awarded Vendor:**  
0000013840  
CDW Government LLC.  
75 Remittance Drive  
Chicago, IL 60675-1515  
Contact: Jumana DiHu  
  
Telephone No.: (312) 547-2495

NASPO ValuePoint Master Agreement Award  
Number: ADSP016-130652

Price Agreement Number: 60-000-15-00020AB

Price Agreement Amendment No.: One

Term: June 30, 2017 – April 7, 2019

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

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

**Invoice:**  
As Requested

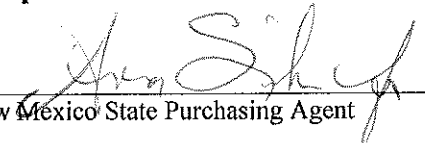
Title: Software VAR

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


In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 7, 2018 to April 7, 2019 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

  
New Mexico State Purchasing Agent

Date: 4/4/2018



	<b>Contract Amendment</b>		State of Arizona State Procurement Office
	Contract No.: ADSP016-130652		PAGE 1 OF 1
	Amendment No.: Two (2)		
			100 N. 15 <sup>TH</sup> Avenue, Suite 402 Phoenix, AZ 85007

<b>CONTRACTOR:</b> CDWG 26125 North Riverwoods Blvd Mettawa, IL 60045	<b>STATE AGENCY:</b> Arizona Department of Administration State Procurement Office 100 N. 15 <sup>th</sup> Avenue, Suite 402 Phoenix, AZ 85007
<b>CONTACT:</b> Jason Schwartz <b>PHONE:</b> (847) 419-7542 <b>EMAIL:</b> JasonS@cdw.com	<b>CONTACT:</b> Deepika Bajpayee <b>PHONE:</b> (602) 542-8991 <b>EMAIL:</b> Deepika.Bajpayee@azdoa.gov

**Software Value Added Reseller (SVAR) NASPO Master Contract**

Pursuant to NASPO Master Agreement Section 4: Lead State (ARIZONA) Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. The term of this contract is hereby extended through April 7, 2019.
2. All other Terms, Conditions, and Pricing remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.	
Contractor hereby acknowledges receipt and understanding of the above amendment.	The above referenced contract amendment is hereby executed this date by the State.
 Signature	 Signature
3-12-18 Date	3/12/2018 Date
Christina V. Rother _____ President, CDW Government LLC _____ Printed/Typed Name and Title	Stephen Nettles _____ Statewide Group Manager _____ Printed/Typed Name and Title



**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendor**  
**0000013840**  
**CDW Government LLC.**  
**75 Remittance Drive**  
**Chicago, IL 60675-1515**

**Contract: Jumana DiHu**

**Telephone No. (312) 547-2495**

NASPO ValuePoint Master Agreement

Award Number: ADSP016-130652

Price Agreement Number: 60-000-15-00020AB

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Contract

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

Procurement Specialist: Teri Arevalo *JA*

Telephone No.: (505) 827-0266

**Invoice:**  
**As Requested**

Title: **Software VAR**

Term: **June 30, 2017 – April 7, 2018**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

*[Signature]*  
 \_\_\_\_\_  
 New Mexico State Purchasing Agent

Date: 06/30/2017

**PARTICIPATING ADDENDUM**  
**60-000-15-00020AB**  
**NASPO VALUEPOINT**  
**Software Value Added Reseller (SVAR)**  
**Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT  
CDW Government LLC  
Master Agreement No: ADSPO16-130652  
(hereinafter "Contractor")

And

State of New Mexico  
(hereinafter "Participating State/Entity")

Page 1 of 9

1. **Scope:** This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

This addendum is intended for the acquisition of COTS software only and is not intended for implementation of systems, customer built solutions, acquisition of Cloud software nor may authorized New Mexico State Agencies acquire any of the non-intended items.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

- a. **New Mexico State Agencies.** All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

3. **Participating State Modifications or Additions to Master Agreement:** (These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. **Term:** This Participating Addendum will be neither effective nor binding until signed by the State Purchasing Agent and continue through April 7, 2018, unless extended, renewed or terminated. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. **Restrictions:** custom/customized, managed services, consulting, configuration, engineering, design, etc., any type of services specific to a Purchasing Entity requiring

**PARTICIPATING ADDENDUM**  
**60-000-15-00020AB**  
**NASPO VALUEPOINT**  
**Software Value Added Reseller (SVAR)**  
**Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT**  
**CDW Government LLC**  
Master Agreement No: ADSPO16-130652  
(hereinafter "Contractor")

And

State of New Mexico  
(hereinafter "Participating State/Entity")

Page 2 of 9

description of tasks and deliverables and agreements by parties are not allowed.

Purchasing of software licenses are allowed under this Participating Addendum.

6. **Pricing:** Contract may offer lower prices to Purchasing Entities, Contractor guarantees to provide the products at no greater than the prices set forth in the Master Agreement, Contractor shall not include or impose any additional charges, including, but not limited to, charges for shipping, handling, or payment processing.

7. **Lease Agreements:** Leasing Agreements are restricted to only leasing of software. As indicated in the Master Agreement, 2.2.1.4. Leases, individual Purchasing Entities may enter into a lease agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process.

Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

8. **Employee Pay Equity Reporting**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that

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they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

9. Indemnification

- a. The Contractor shall defend, indemnify and hold harmless the State and Participating Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to tangible property arising from negligent or willful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Participating Addendum.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless the State of New Mexico along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or

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- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
  - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Participating Addendum or in any other document executed in conjunction with this Participating Addendum.

10. Insurance

- a. Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

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- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company

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(authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

- f. Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum, or any Purchase Order.

11. Applicable Law

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

12. New Mexico Administration Reporting and Fees

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.0 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Gross total sales**" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

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Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division". This contract number **60-000-15-00020AB** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division  
1100 St. Francis Drive, Room 2016  
PO Box 6850  
Santa Fe, NM 87505  
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: [GSD.QuarterlyUsageR@state.nm.us](mailto:GSD.QuarterlyUsageR@state.nm.us)

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827- 0507 or (505) 827-0472.

13. Records Administration and Audit: Participating State's right as specified in Section 25 of the Mater Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

14. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name	Jumana DiHu
Address	120 S. Riverside Plaza, Chicago, IL 60606
Telephone	312-547-2495
Fax	
E-mail	jumdihu@cdwg.com

Participating Entity

Name	Teri Arevalo
Address	1100 St. Francis Drive, Room 2016
Telephone	(505) 827-0266
Fax	(505) 827-2484
E-mail	Teri.Arevalo@state.nm.us

15. **Subcontractors:** The Contractor may utilize subcontractors; however, the prime Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

a. Contractor authorized subcontractors

- (1) Contractor authorized subcontractors are authorized to provide quotes, sales assistance, basic installation, training, and maintenance (as outlined in the Master Agreement Section 2.3.1 In Scope Services), ordering support for software and services available under this Participating Addendum.
- (2) Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.

16. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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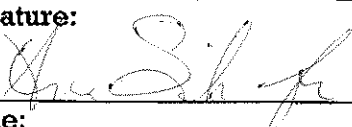

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<b>Participating State:</b> <b>State of New Mexico</b>	<b>Contractor:</b> <b>CDW Government LLC</b>
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b>  Lawrence Maxwell	<b>Name:</b>  Dario J. Bertocchi
<b>Title:</b> State Purchasing Agent	<b>Title:</b> Director, Program Sales
<b>Date:</b> 6/29/17	<b>Date:</b> 6/29/2017

For questions on executing a participating addendum, please contact:

NASPO ValuePoint  
Cooperative Development Coordinator  
Telephone  
Email

Ted Fosket  
(907) 723-3360  
tfosket@naspovaluepoint.org

**PLEASE EMAIL FULLY EXECUTED PDF COPY OF THIS DOCUMENT TO  
PA@naspovaluepoint.org TO SUPPORT DOCUMENTATION OF PARTICIPATION AND POSTING IN  
APPROPRIATE DATA BASES**

1031  
C E

## NASPO ValuePoint | Software Value-Added Reseller Services

### Exceptions to Contract Requirements

CDW Government LLC ("Contractor" or "Reseller") proposes the following changes to the terms and conditions. Insertions are underlined and deletions are stricken through. All other proposals are indicated in **bold**. Explanations are in *comments*. These proposals are for the State's review and input. Notwithstanding what is stated in the RFP, Reseller shall not be bound to any terms and conditions of the RFP or to any contract related to the RFP until or unless: (i) the State confirms in writing its acceptance of these deviations as fully incorporated therein; or (ii) authorized representatives of both parties execute a written contract that is separate from the RFP.

#### Section 3: Scope of Work

3.2.1.6.1 The Reseller must agree that there are no software publishers with whom absent just cause, they will refuse to do business...*[remainder as written]*

**3.2.1.8.3 Notwithstanding what is stated in this section, Reseller proposes all returns are subject to the manufacturer's then-current return policy.**

3.4.1 Training, if offered by manufacturer, shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

3.4.2 If offered by manufacturer, ~~P~~provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

3.4.5.1 Upon written request from the State, Reseller ~~is expected to will~~ conduct quarterly reviews of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and to present the information to the LSCA.

#### Section 4: NASPO ValuePoint Master Agreement Terms and Conditions

1. **Notwithstanding what is stated in this section, Contractor proposes that its response to the Solicitation take precedence over all other documents forming the Master Agreement to ensure the exceptions contained herein have binding effect.**

14.b.(2) The Indemnified Party shall notify the Contractor within a reasonable time ... *[language as written]* ... in the pursuit of the Intellectual Property Claim. ~~Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.~~

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE GREATER OF: (A) THE DOLLAR AMOUNT PAID BY THE LEAD STATE, PARTICIPATING ENTITIES, OR PURCHASING ENTITIES FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$2,000,000.00.**

17.b.1 Policy shall include bodily injury, property damage, and ~~broader form~~ contractual liability coverage.

17.d Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names includes the Participating States identified in the Request for Proposal as additional insureds, (2) provides that the General Liability policy shall by blanket endorsement by contract give a thirty (30) days prior written notice of cancellation if any of the additional described policies are cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) ... *[remainder left intact as written]*

23. Payment for completion of a contract order is normally made within 30 days following the date ~~the entire-any partial~~ order is delivered or the date a correct invoice is received, whichever is later. *[remainder as written]*

31. Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Contractor, will remain with the third party. Purchasing Entity's rights in such software are specified in the license agreement between such third party and Purchasing Entity. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Product consisting of tangible media free and clear of all liens, encumbrances, or other security interests.

#### Section 5: Lead State (State of Arizona) Terms and Conditions, 5.1 State of Arizona Special Terms and Conditions

O. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

~~Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on Users or prevent the Materials from performing as required under the terms and conditions of this Contract.~~

X. 1.5. Applicable to all General Liability insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. If any of the additional described policies are cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

BB. Contractor access to State facilities and resources ...with an unlawful breach or harmful access committed by Contractor shall be paid by the Contractor.

#### 5.2 State of Arizona Uniform Terms and Conditions

2. **Notwithstanding what is stated in this section, Contractor proposes that its response to the Solicitation or Proposal take precedence over all other contract documents to ensure the exceptions contained herein have binding effect.**

3.7. Subject to third party licensing limitations, ~~A~~any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State. The Contractor shall maintain ownership of its pre-existing work.

3.8. Subject to third party licensing limitations, ~~A~~a and all intellectual property, including but not limited to copyright, *[language as written]* ... of the State of Arizona requesting the issuance of this contract. The Contractor shall maintain ownership of its pre-existing work.

**Comment [TB1]:** Before services are to be performed, Reseller will create a Statement of Work ("SOW") detailing the exact scoping and pricing of the services to be provided, which will be executed by both parties prior to the start of services. The SOW will reflect the terms and conditions as negotiated between the parties during the bidding and contracting process.

**Comment [TB2]:** *Explanation - Reseller takes pride in screening its suppliers for liquidity and longevity and therefore proposes the following clarification:*

**Comment [TB3]:** *Explanations - Reseller, acting as a reseller and not the manufacturer of any proposed products and software, proposes the following clarifications, which apply to the remaining sections:*

**Comment [TB4]:** *Explanations - Reseller, acting as a reseller and not the manufacturer of any proposed products and software, proposes the following clarifications, which apply to the remaining sections:*

**Comment [TB5]:** *Explanations - Reseller, acting as a reseller and not the manufacturer of any proposed products and software, proposes the following clarifications, which apply to the remaining sections:*

**Comment [TB6]:** *Explanations - Reseller, acting as a reseller and not the manufacturer of any proposed products and software, proposes the following clarifications, which apply to the remaining sections:*



# Attachment C: Cost Proposal

## Requirement

Any narrative explanation of the Pricing Sheet forms is to be submitted as part of Attachment C—COST PROPOSAL. Offeror shall provide pricing that includes all costs associated with the responsibilities and related services, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

## Response

To confirm, CDW•G's offer **does not include** any "incidentals." There are no additional charges as described in the above requirement (e.g., freight and delivery, cost of materials and product, travel expenses). Presenting our pricing rationale, or "cost reasonableness," illustrates the transparency with which we will approach the negotiation of establishing a Master Agreement with NASPO ValuePoint.

CDW•G has the ability to provide thousands of software titles to NASPO ValuePoint members. Outside of the named Key Itemized publishers, many software OEMs only publish current Manufacturer's Suggested Retail Price lists (MSRPs) irregularly or infrequently, despite titles going end-of-life and new titles being listed.

Additionally, once an MSRP is published, the price points rarely change and are often not indicative of market pricing that is commonly available. This means a large discount off MSRP that may seem to be an ideal offer today can over time become non-competitive given normal product lifecycle and cyclical pricing declines common to the IT marketplace. In other words, the cost of IT products—including software—typically trend downward.

For this reason, our presented offer to your members is a cost-plus model over CDW•G Sim Cost, which is *the standard acquisition cost associated with the inventory of product, but also including the management costs with procuring, warehousing, and distributing the inventory*. This model enables members to achieve the greatest long-term cost savings. The advantage of this dynamic pricing model is that **as our acquisition cost is reduced, the price to the customer is reduced accordingly**. Once loaded into our contract management system, price changes trigger automatically to the customer's CDW•G website (described in **Attachment B**) and EDI pricing without manual intervention.

Aligning with the primary objective of this RFP—to obtain best value and more favorable pricing for participating members than can be achieved independently—CDW•G strives to simplify the complexities of technology procurement across selection, integration, and management for customers large and small, acting as an extension of their IT staff. Upon award, CDW•G will continually seek out savings to offer NASPO ValuePoint members, as well as providing unmatched stewardship and service to this contract.

# ATTACHMENT C1 - PRICING SUBMISSION SHEET

## NASPO VALUEPOINT

### SOFTWARE VALUE-ADDED RESELLER (SVAR)

#### PUBLISHERS

#### MARKUP/DOWN

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

KEY ITEMIZED	PUBLISHERS	MARKUP/DOWN
KEY ITEMIZED	ADOBE	0.97%
	CITRIX	0.97%
	MICROSOFT	-1.26%
	NOVELL	0.97%
	SYMANTEC	0.97%
	VMWARE	0.88%
OTHER ITEMIZED	AI SQUARED	2.20%
	AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE	1.13%
	ALLIANCE ENTERPRISES	2.20%
	APPLE	2.20%
	ATTACHMATE – MICROFOCUS	1.25%
	AUTODESK	2.20%
	AUTONOMY – HP	2.20%
	BAKBONE – DELL	1.13%
	BARRACUDA	2.20%
	BOMGAR REMOTE SOFTWARE	0.75%
	CA TECHNOLOGIES	2.20%
	CISCO	2.20%
	COMPUTRONIX USA	1.13%
	COMPUWARE	2.20%
	COREL	2.20%
	DOUBLETAKE	2.20%
	EMC	2.20%
	ENCHOICE	2.20%
	ESET	2.20%
	ESRI	2.20%
	FREEDOM SCIENTIFIC	2.20%
	GUARDIAN EDGE – SYMANTEC	2.20%
	GW MICRO	2.20%
	IBM	2.20%
	ICM CONVERSIONS	2.20%
	INFOR	2.20%
	INTERMEDIX EMSYSTEMS	2.20%
	HP	2.20%
	HUMANWARE	2.20%
	INFORMATION BUILDERS	2.20%
	KRONOS SOFTWARE	2.20%
	LANDESK	2.20%
	LASERFISCHE	2.20%
	LIQUIDWARE STATUSPHERE	2.20%
MICROFOCUS INC	2.20%	
MINJET	2.20%	
MPS	2.20%	

#### PROPOSER INSTRUCTIONS:

Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

MQSOFTWARE – BMC SOFTWARE	2.20%
NCIRCLE	0.00%
NETOP	1.25%
NUANCE	2.20%
ORACLE	2.20%
OSAM	2.20%
PASSPORT	1.25%
PATCHLINK	1.25%
PROOFPOINT	2.20%
RSA SECURITY	2.20%
REFERENCIA SYSTEMS	2.20%
SAP AMERICA	2.20%
SAS	1.25%
SOLUTIONS SOFTWARE	1.13%
SOPHOS	2.20%
SPLUNK SOFTWARE	2.20%
STASEEKER NETWORK INFRASTRUCTURE MONITORING	2.20%
STELLENT – ORACLE	1.25%
SUNGUARD	1.13%
SYBASE	1.25%
TECHSMITH	1.25%
TREND MICRO	1.25%
TRUSTWARE	0.25%
ULTRABAC	1.13%
VORMETRIC	1.13%
WEBSense	0.88%
any other non-listed publisher	2.20%



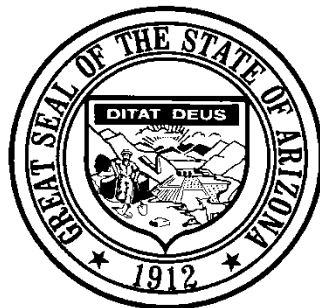
Software Value-Added Reseller (SVAR) Services  
MASTER PRICE AGREEMENT

with

CDW Government LLC  
Contract No. ADSPO16-130652

State of Arizona  
Lead State

Effective: April 8, 2016 to April 7, 2018





### Offer and Acceptance

SOLICITATION NO.: ADSP016-00005829

PAGE  
70

OFFEROR: CDW Government LLC

OF  
76

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### OFFER

#### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

CDW Government LLC

Company Name

230 N Milwaukee Ave

Address

Vernon Hills

IL

60061

City

State

Zip

Signature of Person Authorized to Sign Offer

Christina V. Rother

Printed Name

President, CDW Government LLC

Title

Phone: 312.705.6285

Fax: 847.465.6800

E-Mail: [elharr@cdw.com](mailto:elharr@cdw.com)

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization  IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

### ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. Available upon Posting

The effective date of the Contract is April 8, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
Awarded this

5<sup>th</sup> day of April

2016

Procurement Officer



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> CDW Corporation 200 North Milwaukee Avenue Vernon Hills IL 60061 USA	INSURER A: Travelers Property Cas Co of America		25674
	INSURER B: The Travelers Indemnity Co of CT		25682
	INSURER C: The Travelers Indemnity Co of America		25666
	INSURER D: The Charter Oak Fire Insurance Company		25615
	INSURER E: Lloyd's Syndicate No. 2623		AA1128623
	INSURER F:		

**COVERAGES**      **CERTIFICATE NUMBER:** 570089592641      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6605D53096A see addendum	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000					
		MED EXP (Any one person)	\$10,000					
		PERSONAL & ADV INJURY	\$1,000,000					
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-6N190234	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		BODILY INJURY (Per person)						
		BODILY INJURY (Per accident)						
		PROPERTY DAMAGE (Per accident)						
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP6J538679 SIR applies per policy terms & conditions	10/01/2021	10/01/2022	EACH OCCURRENCE	\$5,000,000
		AGGREGATE	\$5,000,000					
		Retained Limit	\$10,000					
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB8P79604A2151K AOS UB8P8306872151R AZ, MA, WI	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	E&O-MPL-Primary			W19A8C210701 Cyber Liab & Network Sec. SIR applies per policy terms & conditions	10/01/2021	10/01/2022	Each Loss	\$5,000,000
							Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Coverage. Named Insured includes: CDW Government LLC, CDW LLC, CDW Direct LLC, CDW Logistics LLC, CDW Technologies LLC and CDW Finance Corporation.

**CERTIFICATE HOLDER****CANCELLATION**

CDW Corporation 200 North Milwaukee Avenue Vernon Hills IL 60061 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570089592641





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED CDW Corporation	
POLICY NUMBER See Certificate Number: 570089592641			
CARRIER See Certificate Number: 570089592641	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability  
Policy# 6605D53096A  
State and Insurer(s) Affording Coverage  
California                      Travelers Property Casualty Company of America      NAIC# 25674  
All Other                        Travelers Indemnity Company of America                      NAIC# 25666



## City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** CDW GOVERNMENT LLC  
DBA: CDW GOVERNMENT LLC

**Business Location:** 230 N MILWAUKEE AVE  
VERNON HILLS , IL 60061

**Owner:** CDW GOVERNMENT LLC

**License Number:** 229066

**Issued Date:** December 23, 2021

**Expiration Date:** December 23, 2022

**CRS Number:** 03-185121-00-5

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

CDW GOVERNMENT LLC  
230 N MILWAUKEE AVE  
VERNON HILLS , IL 60061

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**



## CDW GOVERNMENT LLC

## CDW GOVERNMENT LLC

[License Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

### License Details

#### License Type:

Out of Jurisdiction Business License Renewable

#### District:

Default

#### Applied Date:

12/23/2021

#### Period Start Date:

12/23/2021

#### Status:

Renewed

#### Expiration Date:

12/23/2022

[Business](#)

[Locations](#)

[Fees](#)

[Attachments](#)

[Contacts](#)

[More Info](#)

[Business \(\)](#) | [Next Tab \(\)](#) | [License Details \(\)](#) | [Main Menu \(\)](#)

**Signature:**

**Email:** xivigil@santafenm.gov

**Signature:**

**Email:** jwblair@santafenm.gov