



# AGENDA

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
MARCH 01, 2023  
5:00 PM  
COUNCIL CHAMBERS  
CITY HALL  
201 LINCOLN AVENUE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **PRESENTATIONS**
  - a. Initial Data Findings for the 2023 Housing Needs Assessment (Heidi Aggeler, Managing Director with Root Policy Research; heidi@rootpolicy.com, (970) 880-1415 x102; Alexandra Ladd, Affordable Housing Director: agladd@santafenm.gov, (505) 955-6346)
6. **ACTION ITEMS: CONSENT**
  - a. Approval of Minutes for the February 15, 2023 Quality of Life Committee Meeting (Loretta S. Olguin, Business Operations Manager: Isolguin@santafenm.gov, (505) 955-6334)
  - b. Request for Approval of Amendment No. 1 to the Affordable Housing Trust Fund (AHTF) Contract Item #22-0074 with Community Solutions International Inc., dba Vincent's Legacy to Extend the Term

Through June 30, 2024. (Cody Minnich, Project Manager, cjminnich@santafenm.gov, 505-955-6574).

**Committee Review:**

Finance Committee: 02/27/2023

Quality of Life: 03/01/2023

Governing Body: 03/08/2023

- c. Request for Approval of General Services Contract with Certified Folder Display in the Total Amount of \$ 218,212.52 for Distribution of the Official Santa Fe Visitors Guide for Tourism Santa Fe for a Four Year Term FY23 –FY27. (Randy Randall, rrandall@santafenm.gov and 505-955-6209).

**Committee Review:**

Finance Committee: 02/27/2023

Quality of Life Committee: 03/01/2023

Governing Body Committee: 03/08/2023

- d. Request for Approval of a Lease Agreement Between Marcy Ventures, LLC, for 119 & 123 E. Marcy Street, First Year Monthly Rent is \$16,088.33 with an Initial Term of 5 Years, from March 9, 2023 through March 8, 2028. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov, 505-629-2206)

**Committee Review:**

Finance Committee: 02/27/2023

Economic Development Advisory Committee: 03/1/2023

Quality of Life Committee: 03/01/2023

Public Works & Utilities Committee: 03/06/2023

Governing Body: 3/08/2023

- e. CONSIDERATION OF BILL NO. 2023-7. (Mayor Webber)  
An Ordinance Relating to Fire Safety; Creating a New Section 12-7 SFCC 1987 to Allow the City Manager, in Consultation with the Fire Chief, Emergency Manager, and the Director of the Community Health and Safety Department, to Close Certain Public Spaces if Fire Conditions Require Such Closure to Protect Life or Property, and to Preserve Public Peace and Safety. (Brian Moya, Fire Chief: bjmoya@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 01/11/2023

Governing Body (Public Comment): 01/25/2023  
Public Safety Committee: 02/21/2023  
Quality of Life Committee: 03/01/2023  
Public Works and Utilities Committee: 03/06/2023  
Finance Committee: 03/13/2023  
Governing Body (Public Hearing): 03/22/2023

- f. CONSIDERATION OF BILL NO. 2023-5 (Councilor Romero-Wirth, Councilor Cassutt and Councilor Villarreal)  
An Ordinance Amending Sections 2-1.9, 2-4.6, and 19-4. SFCC 1987, to Authorize Governing Body Members to Employ Staff When Funds are Budgeted for that Purpose and Aligning those Sections with the City of Santa Fe Charter. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, 505-955-6591)

**Committee Review:**

Governing Body (Introduced): 01/11/2023  
Governing Body (Public Comment): 01/25/2023  
Quality of Life Committee: 03/01/2023  
Public Works and Utilities Committee: 03/06/2023  
Finance Committee: 03/13/2023  
Governing Body (Public Hearing): 03/22/2023

7. **MATTERS FROM STAFF**
8. **MATTERS FROM THE COMMITTEE**
9. **MATTERS FROM THE CHAIR**
10. **NEXT MEETING: Wednesday, March 15, 2023**
11. **ADJOURN**

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

City of Santa Fe

# CONSOLIDATED PLAN DATA UPDATE

MARCH 1<sup>ST</sup>, 2023

AVILIA BUENO, ASSOCIATE



Denver, Colorado 80220  
970.880.1415 x 102  
hello@rootpolicy.com

# WHAT IS A “CONSOLIDATED PLAN?”

A Consolidated Plan is a planning document required by the U.S. Department of Housing and Urban Development (HUD)

It uses a combination of data and community outreach to determine the top housing needs, community development concerns, and gaps in supportive services for low and moderate income populations in cities and counties

The document is produced every 5 years as a condition of receiving housing and community development funding

Plan will be available for public comment on April 10

# PRESENTATION PURPOSE

- Provide a data update of the “Market Analysis” and “Needs Assessment” sections of the plan.
- Update on community engagement process

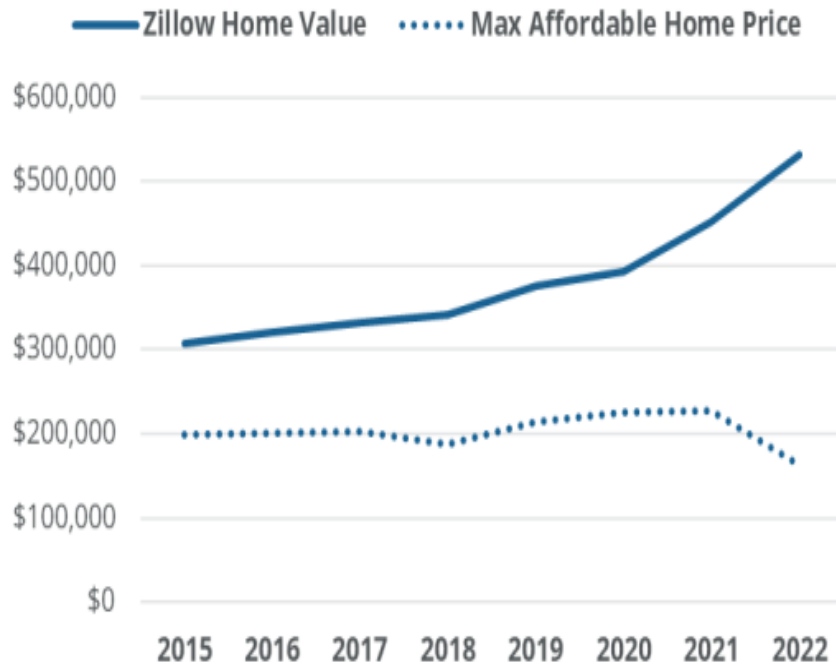
DATA UPDATE

# POPULATION AND INCOME TRENDS

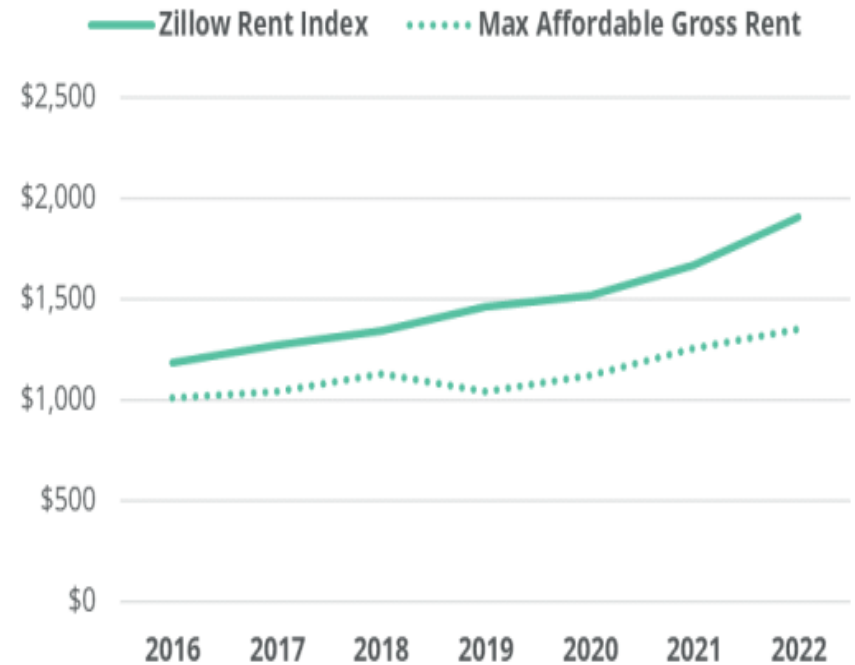
|                         | 2015      | 2021      | % Change |
|-------------------------|-----------|-----------|----------|
| Population              | 84,112    | 88,196    | 5%       |
| Households              | 34,179    | 40,641    | 19%      |
| Owner Households        | 21,402    | 27,861    | 30%      |
| Renter Households       | 12,777    | 12,780    | 0%       |
| Median Household Income | \$53,635  | \$60,517  | 13%      |
| Median Owner Income     | \$65,247  | \$66,511  | 2%       |
| Median Renter Income    | \$37,790  | \$50,247  | 33%      |
| Median Home Value       | \$271,000 | \$349,900 | 29%      |
| Median Rent             | \$970     | \$1,245   | 28%      |

# PRICE & AFFORDABILITY TRENDS

## Owners



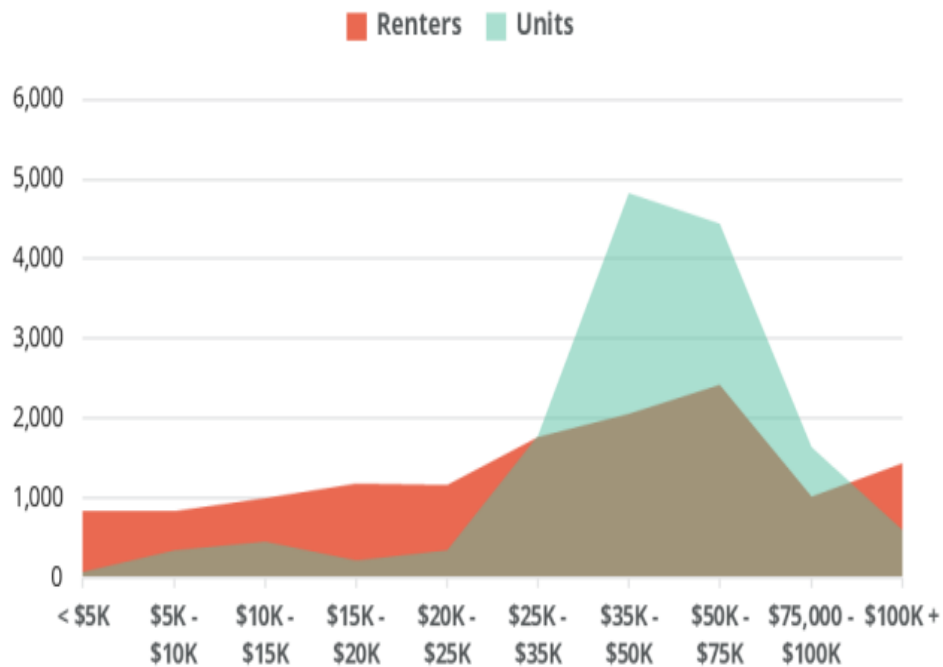
## Renters



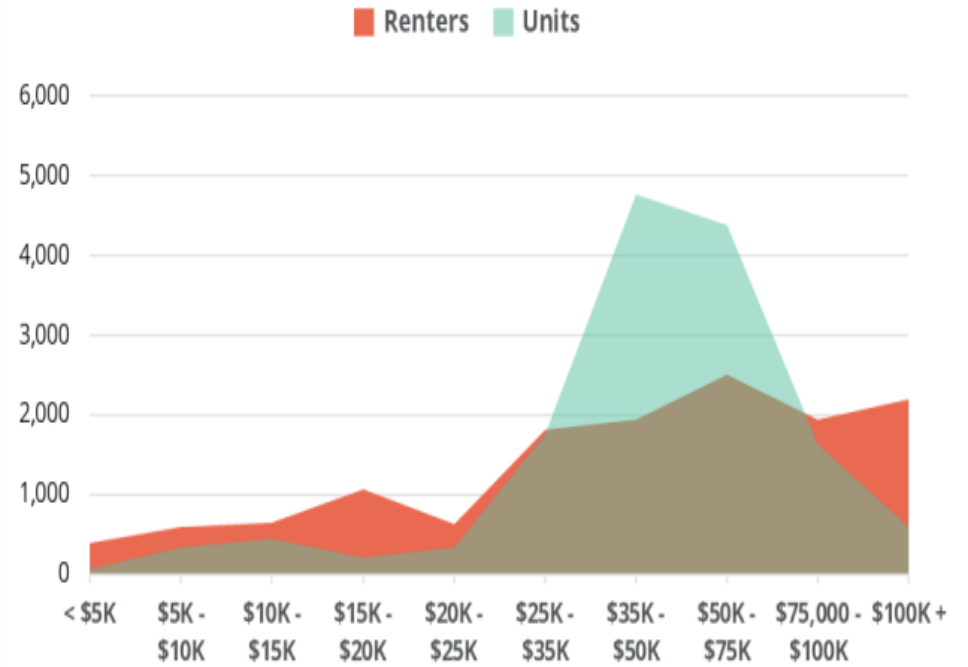
# RENTAL GAPS ANALYSIS

|                                    | 2015  | 2021  |
|------------------------------------|-------|-------|
| Renters earning <\$25k             | 5,014 | 3,343 |
| Affordable Rentals (\$625 or less) | 1,433 | 1,414 |
| GAP (shortage)                     | 3,581 | 1,929 |

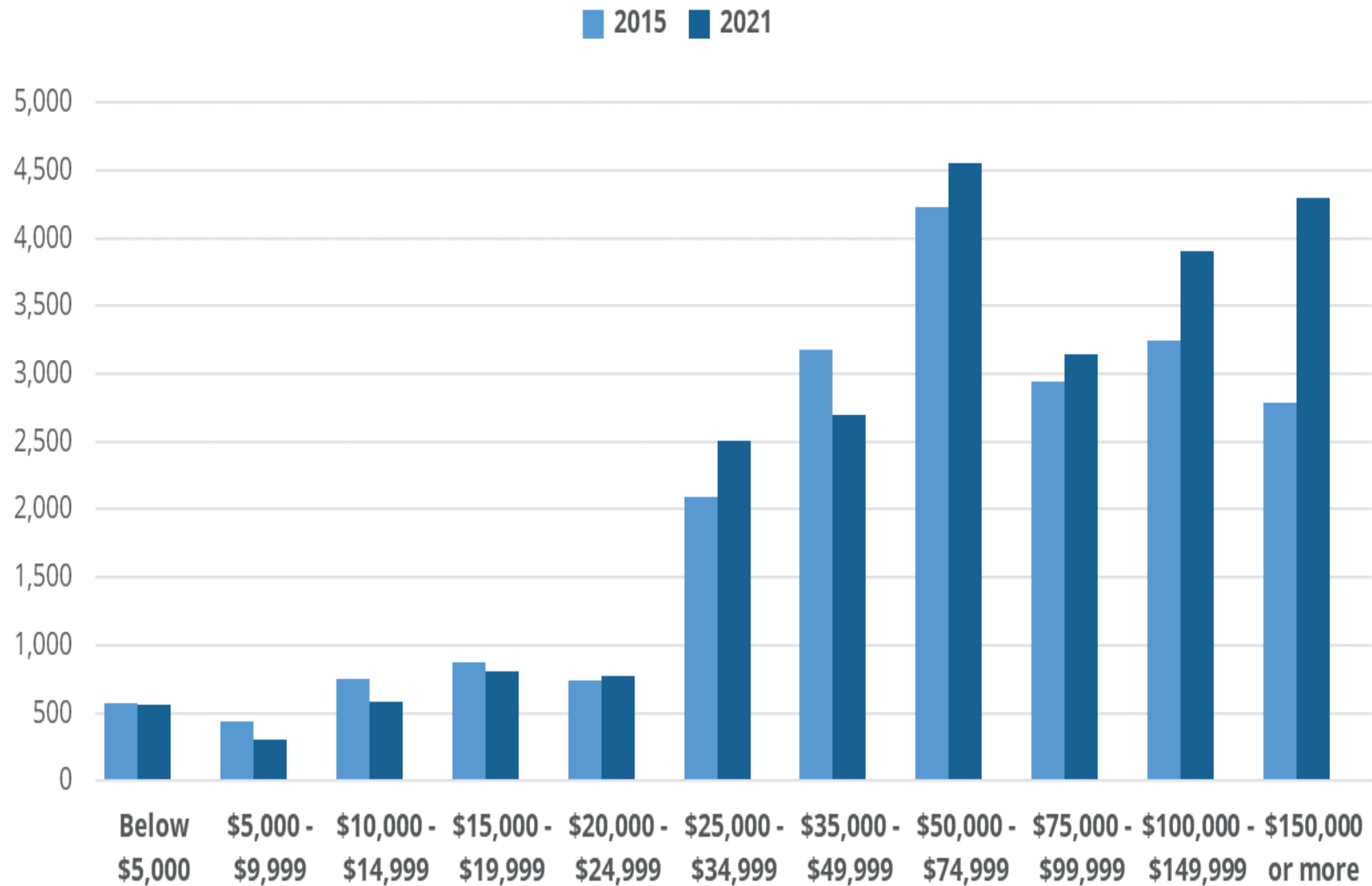
2015 - Distributions



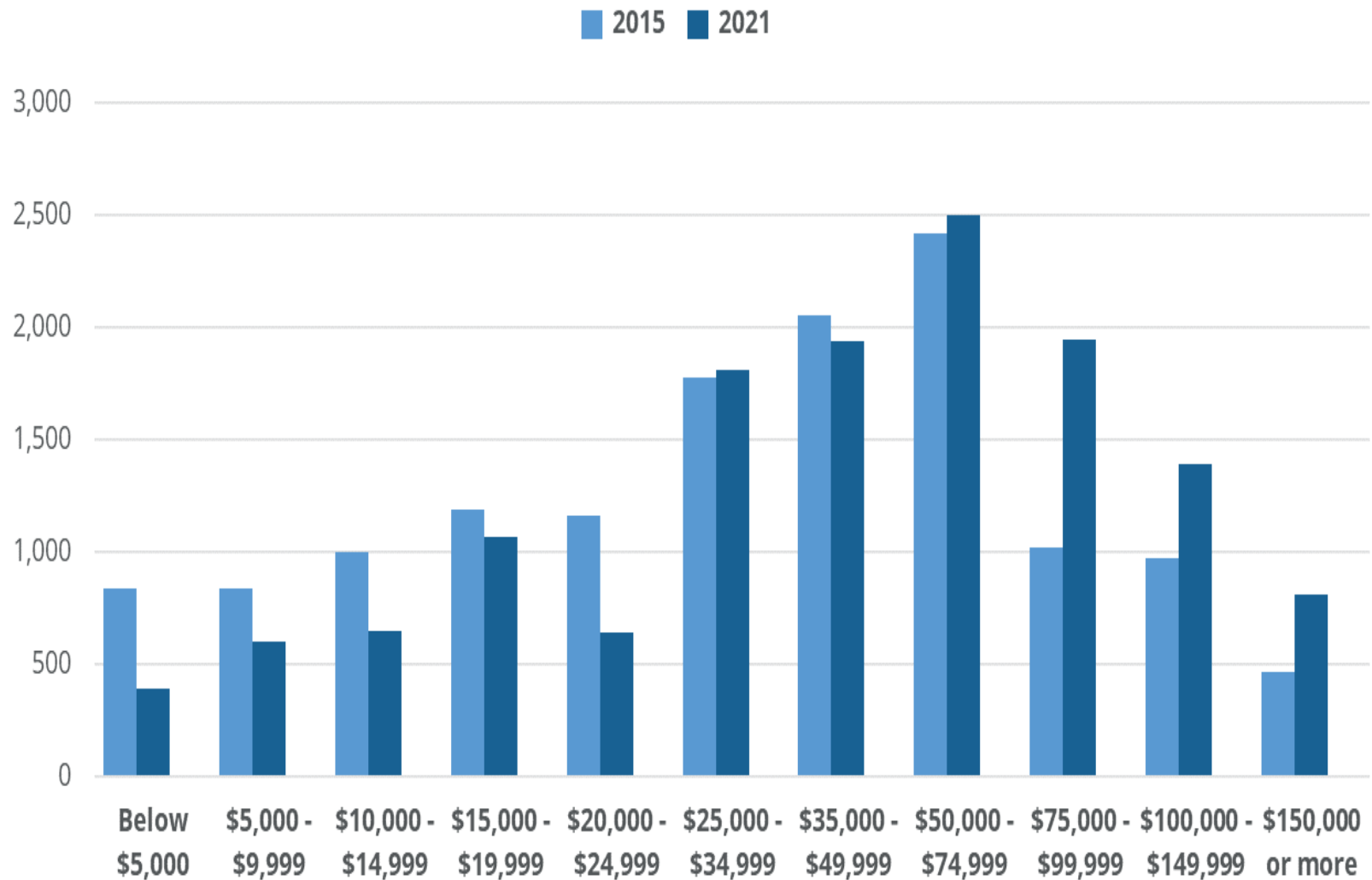
2021 - Distributions



# OWNER HOUSEHOLD TRENDS



# RENTER HOUSEHOLD TRENDS



# MIGRATION TRENDS

| Tax Filing Years | Outflow           |                               | Inflow            |                               |
|------------------|-------------------|-------------------------------|-------------------|-------------------------------|
|                  | Number of Returns | Average Adjusted Gross Income | Number of Returns | Average Adjusted Gross Income |
| 2019-2020        | 4,066             | \$79,517                      | 4,831             | \$140,774                     |
| 2018-2019        | 3,910             | \$73,768                      | 4,568             | \$94,533                      |
| 2017-2018        | 3,946             | \$72,337                      | 4,508             | \$81,911                      |
| 2016-2017        | 4,816             | \$68,425                      | 5,656             | \$85,087                      |
| 2015-2016        | 3,755             | \$74,818                      | 4,131             | \$74,941                      |

# HOUSING NEEDS

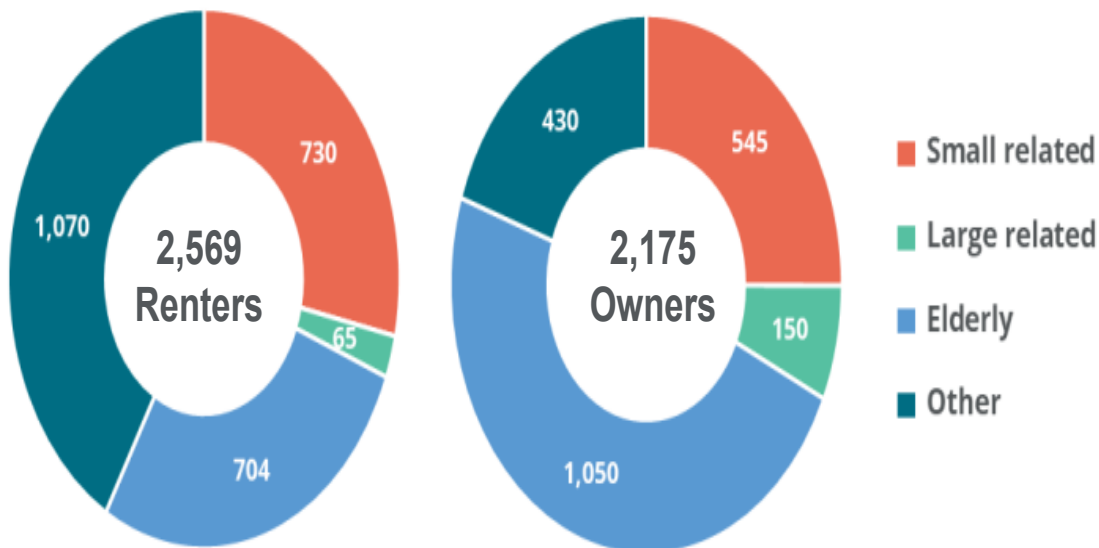
According to CHAS data:

- 5,510 renter households and 4,825 owner households under 100% AMI have some type of housing need in Santa Fe.
- Cost burden is the most common housing problem for households in Santa Fe, impacting 9,380 households under 100% AMI.
- 60% of cost-burdened households are low income or very low income (0-50% AMI).
- Crowding is a housing problem impacting 729 Santa Fe households.

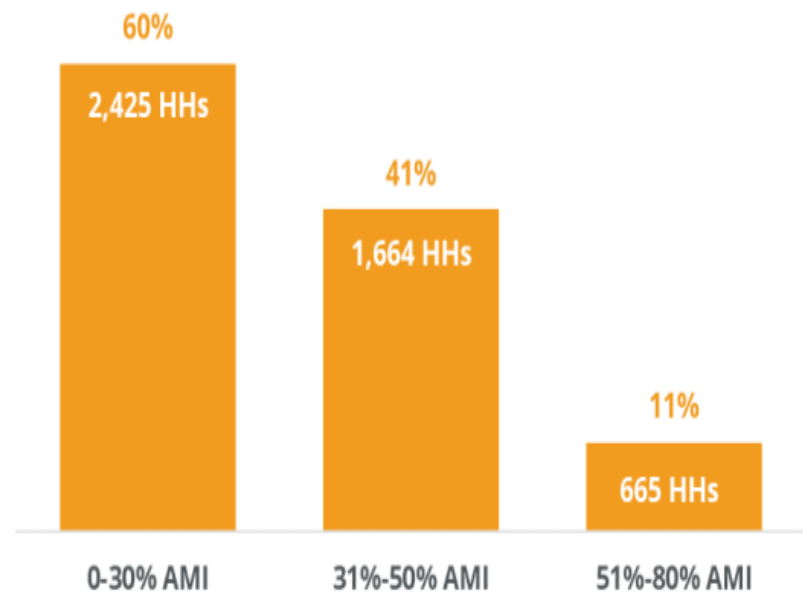
# SEVERE COST BURDEN

4,744 households under 80% AMI are severely cost burdened

Severe Cost Burden by Household Type and Tenure



Rate of Severe Cost Burden by Income



# COMMUNITY ENGAGEMENT

# STAKEHOLDER ENGAGEMENT

What we have heard:

- Rising interest rates will present an affordability challenge and deepen the current housing supply challenge, on top of resident resistance to development.
- Investments in permanent supportive housing and youth homelessness programs are crucial given the current circumstances.
- Supportive services are needed to prevent residents with supportive needs from getting evicted due to behavioral health or substance abuse issues.
- Affordable projects have long waitlists. Funds are needed for long term operating costs. Low rental vacancy rates lowers the probability of housing vouchers being accepted by landlords.
- City needs more shared housing options, more group homes, multi-bedroom houses that can be converted into multifamily units.

# HOMELESSNESS

- According to the 2022 Point in Time Count, there were 58 unsheltered homeless individuals counted on January 31, 2022 in Santa Fe County.
- In 2021 there were 79 unsheltered homeless individuals counted during the PIT count in Santa Fe County. There were another 239 persons reported residing in an emergency shelter in the County, 35 residing in transitional housing, and 310 in permanent supportive housing.
- We heard from stakeholder engagement:
  - Service providers are also cost burdened, some at risk of losing their home, and in need of affordable housing. Providers are seeing a rise in elders experiencing homeless or at risk of homeless.

# SURVEY AND RESIDENT ENGAGEMENT

- MetroQuest survey
- Resident focus groups

**QUESTIONS?**



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 15, 2023  
5:00 PM  
VIRTUAL MEETING

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## 1. CALL TO ORDER

The meeting of the Quality of Life Committee was called to order by Councilor Cassett, Chair, at 5:00 PM, on Wednesday, February 15, 2023 and was held virtually.

## 2. ROLL CALL

### Members Present:

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

### Members Excused:

Councilor Lee Garcia

### Others Attending:

Kyra Ochoa, Community Services Department Director  
Loretta Olguin, Clerk  
Elizabeth Martin, Clerk  
Rich Brown, Attendee

## 3. APPROVAL OF AGENDA

**MOTION:** Councilor Amanda Chavez moved, seconded by Councilor Renee Villarreal, to approve the agenda as presented.

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

**For:** Councilor Amanda Chavez, Councilor Michael Garcia, Councilor Jamie Cassutt, Councilor Renee Villarreal

**Against:** None

## 4. APPROVAL OF CONSENT AGENDA



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 15, 2023  
5:00 PM  
VIRTUAL MEETING

**MOTION:** Councilor Michael Garcia moved, seconded by Councilor Amanda Chavez, to approve the consent agenda as amended.

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

**For:** Councilor Amanda Chavez, Councilor Michael Garcia, Councilor Jamie Cassutt, Councilor Renee Villarreal

**Against:** None

Councilor Villarreal pulled item B for discussion.

Councilor Michael Garcia pulled item C for discussion.

## 5. PRESENTATION

- a. City of Santa Fe Street Outreach: Updates, Observations, and Needs (Jason Sharp, Park Ranger, City of Santa Fe Parks and Open Spaces Division: jtsharp@santafenm.gov, (505) 955-2146; Andres Mercado, Battalion Chief, Mobile Integrated Health Office: ajmercado@santafenm.gov, (505) 955-3604)
- b. Best Practice Solutions to Unsheltered Homelessness (Dr. Kathleen Van Voorhis, Director of Community Strategy, Project Moxie: kathleen@goprojectmoxie.com, (760) 670-0205)

## 6. ACTION ITEMS: CONSENT

- a. Approval of Minutes for the February 1, 2023 Quality of Life Committee Meeting (Loretta S. Olguin, Business Operations Manager, : lsolguin@santafenm.gov, (505) 955-6334)

Approved on consent.

**MOTION:** Councilor Michael Garcia moved, seconded by Councilor Amanda Chavez, to approve the minutes as presented.



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 15, 2023  
5:00 PM  
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**VOTE:** The motion was on the following Roll Call vote:

**For:** Councilor Amanda Chavez, Councilor Michael Garcia,  
Councilor Jamie Cassutt, Councilor Renee Villarreal

**Against:** None

- b. CONSIDERATION OF BILL NO. 2023-9. ADOPTION OF ORDINANCE NO. 2023-\_\_\_\_. (Mayor Webber, Councilor Lindell, Councilor Cassutt and Councilor Romero-Wirth)

A Bill Approving a Lease Agreement Between the City Of Santa Fe and Specifica, LLC, for the Lease of City-Owned Building and Improvements Located At 500 Market Street within the Railyard Within the City And County of Santa Fe, New Mexico to Expand Its Biotechnological Company. (Terry Lease, Asset Development Manager, tlease@santafenm.gov, (505) 629-2206)

**Committee Review:**

Governing Body (Introduced): 01/25/2023

Governing Body (Public Comment): 02/08/2023

Quality of Life: 02/15/2023

Public Works and Utilities: 02/20/2023

Economic Development Advisory Committee: 03/01/2023

Finance Committee: 02/27/2023

Governing Body (Public Hearing): 03/08/2023

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

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

**For:** Councilor Amanda Chavez, Councilor Michael Garcia,  
Councilor Jamie Cassutt, Councilor Renee Villarreal

**Against:** None



# MINUTES

REGULAR MEETING OF  
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COMMITTEE  
FEBRUARY 15, 2023  
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- c. CONSIDERATION OF RESOLUTION 2023-\_\_\_\_ (Councilor Romero-Wirth, Councilwoman Villarreal, Councilor Chavez, Councilor Rivera, Councilor Cassutt, Councilor M. Garcia, Mayor Webber)  
A Resolution Directing the City Manager to Take Next Steps Based on Some of the Recommendations of the CHART Report. (Erin McSherry, City Attorney, [ekmcsberry@santafenm.gov](mailto:ekmcsberry@santafenm.gov), 505-955-6512) **Committee Review**  
Governing Body (Introduced): 02/08/2023  
Quality of Life Committee: 02/15/2023  
Finance Committee: 02/27/2023  
Public Works/Utilities: 03/06/2023  
Governing Body: 03/08/2023

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

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

**For:** Councilor Amanda Chavez, Councilor Jamie Cassutt, Councilor Renee Villarreal

**Against:** None

7. **MATTERS FROM STAFF**
8. **MATTERS FROM THE COMMITTEE**
9. **MATTERS FROM THE CHAIR**
10. **NEXT MEETING: March 01 2023**
11. **ADJOURN**

There being no further business before the Committee the meeting adjourned at 8:03 pm.



# MINUTES

REGULAR MEETING OF  
THE QUALITY OF LIFE  
COMMITTEE  
FEBRUARY 15, 2023  
5:00 PM  
VIRTUAL MEETING

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\_\_\_\_\_  
Stenographer/Liaison

\_\_\_\_\_  
Chair



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** February 6, 2023

**TO:** **Governing Body – March 8, 2023**  
**Quality of Life Committee – March 1, 2023**  
**Finance Committee – February 27, 2023**

**VIA:** **John W Blair, City Manager**  
**Emily Oster, Finance Department Director**  
**JoAnn Lovato, Interim Chief Procurement Officer**  
**Rich Brown, Director, Community and Economic Development** *Richard Brown*  
**Alexandra Ladd, Director, Office of Affordable Housing** *Alexandra Ladd*

**FROM:** **Cody Minnich, Housing Grant Manager, Office of Affordable Housing** *Cody Minnich*

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### ITEM AND ISSUE:

Request for the Approval of Amendment No. 1 to the Affordable Housing Trust Fund (AHTF) Contract Item #22-0074 with Community Solutions to extend the term through June 30, 2024; Community Solutions International Inc, dba Vincent's Legacy; (Cody Minnich, Housing Grant Manager, cjminnich@santafenm.gov, (505) 955-6574)

### BACKGROUND AND SUMMARY:

Community Solutions International, doing business locally as Vincent's Legacy LLC, is the national non-profit partner of the City of Santa Fe for the Santa Fe Suites project and operates as the project's fiscal agent. St. Elizabeth Shelters is the local partner of this project and is on-site providing services and property management.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Application (RFA) on October 15, 2021 to support housing solutions for people experiencing homelessness, those at risk of homelessness or who are precariously/unsuitably housed, those at risk of losing their housing either because of eviction, foreclosure or safety and condition issues, including homeowners, or renters/homeowners who are heavily cost-burdened.

Community Solutions applied in response to this RFA and the Governing Body approved an AHTF contract totaling \$910,000. The scope of work under this contract is to complete capital improvements at Santa Fe Suites, including costs associated with lighting, flooring, repainting, kitchen upgrades, bathroom appliances, countertop replacement, tiling, and landscaping. These capital improvements would contribute to the preservation and rehabilitation of 123 rental units, with 82 units for households earning 65% Average Median Income (AMI) or less and 41 units for households earning 30% AMI or less. Due to delays in subcontracting, Community Solutions formally requested to extend the term of this contract through June 30, 2024, to have ample time to spend down these funds. This amendment will also update the address of the contractor, which was incorrectly addressed in the original contract.

### PROCUREMENT METHOD:

The procurement method was RFA# 22/01/R

### CONTRACT NUMBER:

The Munis contract number is 3203209.

### FUNDING SOURCE:

The funding source is:

**Fund Name/Number:** Community Development/Fund 240

**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223

**Munis Object Name/Number:** Subsidy Payments/510500

**ACTION REQUESTED:**

The Office of Affordable Housing respectfully requests your review and approval.



COPIES OF THIS DOCUMENT  
ARE AVAILABLE FROM THE  
EDUCATIONAL RESOURCES  
CENTER

1000 L STREET, N.W.  
WASHINGTON, D.C. 20004

The funding source is:

**Fund Name/Number:** Community Development/Fund 240

**Munis Org Name/Number:** Affordable Housing Trust Fund/2400223

**Munis Object Name/Number:** Subsidy Payments/510500

**ACTION REQUESTED:**

The Office of Affordable Housing respectfully requests your review and approval.

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
AFFORDABLE TRUST FUND (AHTF) AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF AGREEMENT, dated February 23, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Community Solutions International Inc., Vincent's Legacy (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor shall utilize funds to upgrade units at the Santa Fe Suites and long term rent subsidy for identified units.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3 of the Agreement is hereby Amended to read as follows:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2024, unless terminated sooner pursuant to Paragraph 4, infra.

2. NOTICES

Article 26 of the Agreement is hereby Amended to read as follows:

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

To the City: City of Santa Fe  
Office of Affordable Housing  
PO Box 909  
Sana Fe, NM 87504-0909  
[rlcatanach@ci.santa-fe.nm.us](mailto:rlcatanach@ci.santa-fe.nm.us)

To the Contractor: Community Solutions International Inc., Vincent’s Legacy  
60 Broad Street, Suite 2412  
New York, NY 10006

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

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

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

ATTEST:

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

CONTRACTOR:  
COMMUNITY SOLUTIONS  
INTERNATIONAL INC., VINCENT’S  
LEGACY

By: *Rosanne Haggerty*  
Rosanne Haggerty (Jan 12, 2023 11:43 EST)  
\_\_\_\_\_  
ROSANNE HAGGERTY  
PRESIDENT AND CEO

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jan 12, 2023 08:29 MST)

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SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

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EMILY OSTER  
FINANCE DIRECTOR

2400223.510500 <sup>AH</sup><sub>AH</sub>  
ORG/OBJ #



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203209

Contractor: Community Solutions Vincent's Legacy - Santa Fe Suites

Description: Use AHTF funds for costs associated with site and unit upgrades at the SF Suites as well as long term rent subsidy for 123 rental units

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: Upon Approval Term End Date: 06/30/2023

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

### Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 3203209

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: 06/30/2024

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

### Amendment is for: Extending term and correcting article 26 - address

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)  
**Original Contract: \$910,000 (RFA #22/01/R)**

3. Procurement History: RFA #22/01/R

Purchasing Officer Review: \_\_\_\_\_ Date: Feb 6, 2023

Comment & Exceptions: No procurement. Granted funding via RFA, extending term.

4. Funding Source: 240

Andy Hopkins (Feb 6, 2023 15:42 MST)

Org / Object: 2400223.510500

\_\_\_\_\_ Date: Feb 6, 2023

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

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

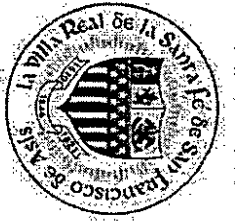
Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

### To be recorded by City Clerk:

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

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



**City of Santa Fe**

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

**BUSINESS REGISTRATION**

**Business Name:** VINCENT'S LEGACY LLC

DBA: VINCENT'S LEGACY LLC

**Business Location:** 3007 S ST FRANCIS DR

SANTA FE, NM 87505

**Owner:** VINCENT'S LEGACY LLC

**License Number:** 232194

**Issued Date:** February 16, 2022

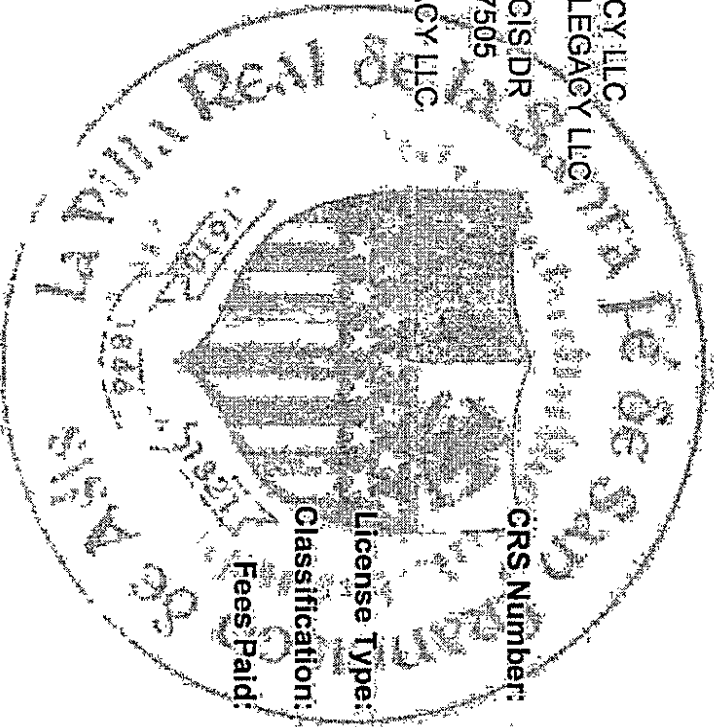
**Expiration Date:** February 16, 2023

**CRS Number:** 03539318001

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00



VINCENT'S LEGACY LLC  
PO BOX 3524 CHURCH STREET STATION  
NEW YORK, NY 10008

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Community Solutions

Procurement Title: RFA #22/01/R

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting OAH Staff Name Roberta Catanach

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

| YES                                 | N/A                                 |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Approved Procurement Checklist (by Purchasing)                                |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | State Price Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | RFP   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Evaluation Committee Report   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ITB   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bib Tab   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes)   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cooperative Agreement   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Contractors Exempt Letter   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement                           |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | BAR   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | FIR   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Executed Contract, Agreement or Amendment                                     |
| <input 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: _____  |

Roberta Catanach Contact Administrator 12/30/2022

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

 Contracts Supervisor Feb 6, 2023

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.

\*







### Workers' Compensation and Employers' Liability Policy

|   |   |
|---|---|
| Named Insured<br>COMMUNITY SOLUTIONS INTERNATIONAL, INC<br>COMMUNITY SOLUTIONS<br>60 BROAD ST STE 2510A<br>NEW YORK, NY 10004-2306                              | Endorsement Number                                  |
|   | Policy Number<br>Symbol: RWC      Number: C51476852 |
| Policy Period<br>10/1/2022 TO 10/1/2023   | Effective Date of Endorsement<br>10/1/2022          |
| Issued By (Name of Insurance Company)<br>Indemnity Insurance Co. of North America   |   |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. |   |

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

#### Schedule

City of Santa Fe  
1200 Camino Consuelo  
Santa Fe, NM 87507

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Community Solutions International Inc., Vincent’s Legacy** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Use AHTF funds for costs associated with site and unit upgrades at the Santa Fe Suites, as well a long term rent subsidy for identified units. 123 rental units – 82 units for households earning at or less than 65% AMI and 41 units for households earning less than 30% AMI – will be directly or indirectly supported through this project.

1. Rehabilitation activities include site landscaping, the addition of benches, upgrades to unit finishes and other FFE including lighting, flooring, repainting walls, upgrading kitchen and bathroom appliances, cosmetic upgrades to kitchen and bathroom countertops and tiling, and installation and improvement of Americans with Disability Act (ADA) accessibility features, as needed.

2. Funds may also be used for long-term rental subsidy for identified units, including those serving low-income workforce renters.

B. The Contractor will submit a final budget for these funds 30 days after contract

is executed. The Contractor is required to submit invoices for expenses incurred.

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1. Ensure that property management intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2. Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3. Select from the NM CES prioritized list to fill openings when appropriate.

4. Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

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

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. Professional Certifications

1. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, representatives and subcontractors.

**2. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed nine hundred ten thousand dollars (\$910,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$910,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's

liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of city funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

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

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City,

its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

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

**11. Product of Service -- Copyright.**

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

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any

time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

**13. Amendment.**

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

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

**14. Merger.**

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

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

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

**16. Equal Opportunity Compliance.**

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

**17. Applicable Law.**

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

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**19. Professional Liability Insurance.**

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

**20. Other Insurance**

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

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

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

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy

or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

**21. Records and Financial Audit.**

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

**22. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or

subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

**23. New Mexico Tort Claims Act**

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

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

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

**26. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and

shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Affordable Housing  
PO Box 909  
Santa Fe, NM 87504-0909  
rlcatanach@ci.santa-fenm.us

To the Contractor: Community Solutions International Inc., Vincent's Legacy  
1200 Camino Consuelo  
Santa Fe, NM 87507

**27. Authority.**

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

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

CITY OF SANTA FE:



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ALAN WEBBER, MAYOR

CONTRACTOR:  
COMMUNITY SOLUTIONS  
INTERNATIONAL INC., VINCENT'S  
LEGACY




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Rosanne Haggerty (Jan 24, 2022 13:53 EST)

ROSANNE HAGGERTY  
PRESIDENT AND CEO

New Mexico Taxation and Revenue  
Dept: CRS# 03-539318-00-1  
City of Santa Fe Business Registration  
No. 231028

ATTEST:

  
Kristine Mihelcic (Feb 26, 2022 23:17 MST)

KRISTINE BUSTOS MIHELICIC  
CITY CLERK   
GB MTG 02/23/2022

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY  
FINANCE DIRECTOR



2400223.510500   
ORG/OBJ AH

# City of Santa Fe, New Mexico

## memo

**Date:** January 21, 2022

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

**Via:** Alexandra Ladd, Director, Office of Affordable Housing   
Rich Brown, Director, Community & Economic Development 

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

**Re.** Approval of **RFA# 22/01/R** and Community Solutions contract (\$910,000) 1

rb

### **ACTION REQUESTED:**

Review and approve the allocation for the 2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to **RFA# 22/01/R** for Community Solutions’ Santa Fe Suites Project in the amount of \$910,000 (Contract #3203209; Vendor #8937; Obj/Org #2400223.510500).

### **BACKGROUND**

Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. These funds are used for affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City’s Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act. AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe’s unique needs.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Application on October 15, 2021 to support housing solutions for people experiencing homelessness, those at risk of homelessness or who are precariously/unsuitably housed, those at risk of losing their housing either because of eviction, foreclosure or safety and condition issues, including homeowners, or renters/homeowners who are heavily cost burdened.

Funding is available to developers and sponsors of affordable housing, including partnerships, corporations, limited liability companies, joint ventures, public/private partnerships and non-profit organizations that are organized under state, local, or tribal laws and can provide proof of such organization. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the proposal submitted to receive an AHTF allocation.

For the FY22 year, a balance of \$3,000,000 in the AHTF is available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC Meeting on December 15. Awards are based on the applicant's demonstration of how the proposed project meets the City's priority of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing. The following criteria was evaluated by the CDC to make funding recommendations:

- 1) **Funding:** the proposed project budget is realistic, funds are leveraged at a 3:1 ratio from other sources (for every \$1 of AHTF, \$3 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
- 2) **Need/Benefit and Project Feasibility:** the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.
- 3) **Affordability:** the proposed project effectively meets the income eligibility requirements of the NM Affordable Housing Act, and applicant describes how affordability targets will be achieved and monitored over time for compliance, and how equity will be secured.
- 4) **Organizational Capability and Management:** the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance, and demonstrates financial soundness.

#### **ITEM and ISSUE**

Six applications were submitted for the AHTF funds. Five AHTF applications were deemed responsive and eligible for funding. Because the funding requests for AHTF far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five Year Affordable Housing Strategic Plan. The Table below details all of the Community Development Commission's recommendations:

| <b>GRANTEE</b>             | <b>REQUESTED</b>      | <b>RECOMMENDED</b>    |
|----------------------------|-----------------------|-----------------------|
| HOMEWISE                   | \$1,617,375.00        | \$700,000.00          |
| LAMPLIGHTER                | \$1,037,339.00        | \$800,000.00          |
| COMMUNITY SOLUTIONS        | \$1,500,000.00        | \$910,000.00          |
| SF CIVIC HOUSING AUTHORITY | \$500,000.00          | \$500,000.00          |
| YOUTHWORKS                 | \$180,000.00          | \$90,000.00           |
| <b>TOTAL</b>               | <b>\$4,834,714.00</b> | <b>\$3,000,000.00</b> |

#### **Community Solutions - Santa Fe Suites**

*Amount Requested: \$1,500,000*

*Amount Recommended: \$910,000*

Funds will be used for capital improvements at the Santa Fe Suites, including costs associated with lighting, flooring, repainting, kitchen upgrades, bathroom appliances, countertop replacement, tiling, as well as landscaping. This project will contribute to the preservation and rehabilitation of 123 rental units – 82 units for household earning at or less than 65% AMI and 41 units for households earning less than 30% AMI.



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 32032 09

Contractor: COMMUNITY SOLUTIONS Santa Fe Suites

Description: Use AHTF funds for costs associated with site and unit upgrades at the SF Suites as well as long term rent subsidy for 123 rental units

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 02/23/2022 Term End Date: 06/30/2023

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

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

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

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

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments) **Original Contract: \$910,000**

3. Procurement History: RFA #22/01/R

*Fran Dinnaway*  
Fran Dinnaway (Mar 7, 2022 11:07 MST)

Mar 7, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: \_\_\_\_\_ RFA 22/01/R was issued as an application process to issue funds - the applicants may apply again when funds are available for the same project.- issuance of funds is not a Procurement.

4. Funding Source: 240

Org / Object: 2400223.510500

*Andy Hopkins*  
Andy Hopkins (Feb 28, 2022 13:38 MST)

Feb 28, 2022

Budget Officer Approval:

Date:

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

Staff Contact who completed this form: Roberta Catanach Phone # 505-955-6421

Email: rlcatanach@santafenm.gov

### To be recorded by City Clerk:

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

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



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Community Solutions

Procurement Title: RFA #22/01/R

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting OAH Staff Name Roberta Catanach

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

Roberta Catanach Contract Administrator 01/21/2022

Department Rep Printed Name (attesting that all information included) Title Date  
Jessica I. Chavez Chief Procurement Officer Jan 26, 2022

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

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



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

## BUSINESS REGISTRATION

**Business Name:** VINCENT'S LEGACY LLC  
DBA: VINCENT'S LEGACY LLC

**Business Location:** 3007 S ST FRANCIS DR  
SANTA FE, NM 87505

**Owner:** Kaitlin Miller

**License Number:** 231028

**Issued Date:** August 20, 2021

**Expiration Date:** August 20, 2022

**CRS Number:** 03539318001

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

VINCENT'S LEGACY LLC  
PO BOX 3524 CHURCH STREET STATION  
NEW YORK, NY 10008

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**







# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Certified Folder Display

Procurement Title: Distribution of the official Santa Fe Visitors Guide for Tourism Santa Fe

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Tourism Santa Fe Staff Name Valerie Romero

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

Jordan Guenther Marketing Director 02/08/2023

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

 Contracts Supervisor Feb 13, 2023

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

ITT Representative (attesting that all information is reviewed) Title Date

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



# City of Santa Fe, New Mexico


## Memorandum



**DATE:** February 3, 2023

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

**VIA:** John Blair, City Manager  
Emily Oster, Finance Department Director  
Joanne Lovato, Contract Supervisor  
Rich D. Brown, Community Development Director *Richard Brown* Feb 7, 2023

**FROM:** Randy Randall, TSF, Executive Director  *Randy Randall (Feb 7, 2023 1:58 GMT-3)* Feb 7, 2023

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### ITEM AND ISSUE:

Request for the Approval of service agreement in the Total Amount of \$ 218,212.52 for distribution of the official Santa Fe Visitors Guide for Tourism Santa Fe for a four year term FY23 –FY27 (FY23 & FY27 are partial years); Certified Folder Display Service; Randy Randall, rrandall@santafenm.gov and 505-955-6209.

### COMMITTEE REVIEW:

Finance Committee 02/27/2023  
Quality of Life Committee: 03/01/2023  
Governing Body Committee: 03/08/2023

### BACKGROUND AND SUMMARY:

Tourism Santa Fe selected Certified Folder Display Services through ITB 23/36/B to provide distribution of the Santa Fe Travel Planner to cities in and around New Mexico. The contractor will distribute the visitor guide to promote Santa Fe to the Albuquerque, Texas, Phoenix, Denver and some parts of Southern California by shipping via truck or UPS to certified warehouses where the planners will be used to fill brochure racks located in the target areas.

### PROCUREMENT METHOD:

The procurement method is ITB #23/36/B which expires on January 31, 2027.

### CONTRACT NUMBER:

The FY23 Munis contract number is 3203885.

### FUNDING SOURCE:

The funding source is:  
**Fund Name/Number:** LODTAXFND/213  
**Munis Org Name/Number:** VSF ADMIN/2130521  
**Munis Object Name/Number:** SVC CNTR/510310

### ACTION REQUESTED:

Department Tourism Santa Fe respectfully requests your review and approval.

City of Santa Fe

Invitation to Bid

Title: Collateral Distribution Services

ITB # 23/36/B

NIGP Commodity Code: 91560, 96153, 96224

Bid Due Date and Time: January 4, 2023 (2:00PM MST)


Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: Certified Folder Display Svc Address: 1120 Joshua Way, Vista, CA 92081  
dba (if applicable): \_\_\_\_\_  
Co. Email: info@certifiedfolder.com  
Co. Phone No.: 760-727-5100  
NM Gross Receipts Tax # (CRS) 02044154001-GRT Federal Tax ID # 95 95-3523645

Payment terms: Net 30 (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder's Delivery: Albuquerque, NM (May be considered in the award)

Authorized Signature:   
Signatory Email: Billd@certifiedfolder.com  
BILL DEERING  
SR VICE PRESIDENT

Print or type name: Bill Deering  
Phone No: 760-727-5100

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):

Amendment No. 1 Dated: 12/28/22 Amendment No. \_\_\_\_\_ Dated: \_\_\_\_\_

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

## TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created. By signing the bid, bidder agrees to all terms and conditions of the bid and resulting contract.
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. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** The Bidder agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Bidder gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
8. **Packing, Shipping, and Invoicing:**
  - a. The City's purchasing document number and the Vendor's name, Requesting Department'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 Requesting Departments' count will be accepted by the Bidder 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 Requesting Department and NOT to the City Chief Procurement Officer.
9. **Non-Collusion:** In signing this bid the Bidder 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 CPO or his/her designee.
10. **Nondiscrimination:** Bidder doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
11. **Penalties:** 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.
12. **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 Vendor, within thirty (30) days from the date the City receives written notice from the Bidder 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 Bidder 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 Bidder at the rate of 1.5 % per month. Bidder 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.

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

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

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

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

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

18. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, are the Statutes followed for this solicitation.

#### DEFINITION OF TERMINOLOGY:

**"Authorized Purchaser"** means an individual authorized by the City of Santa Fe, Purchasing Department, to place orders against an awarded contract/price agreement.

**"Award"** means the final execution of the agreement documents.

**"Business Hours"** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

**"Central Purchasing Office"** means the office responsible for the control of procurement of items of tangible personal property, services or construction.

**"Chief Procurement Officer"** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.

**"City"** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

**"Close of Business"** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

**"Confidential"** means confidential financial information concerning Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may not be labelled as confidential: Bidder's submitted Cost bid response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

**"Contract"** means any agreement for the procurement of items of tangible personal property, services or construction.

**“Contractor”** means a successful Bidder or who enters into a binding contract/price agreement with the City of Santa Fe

**“Deliverable”** means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

**“Department”** means the Department within the City of Santa Fe.

**“Desirable”** the terms "may", "can", "should", "preferably", or "prefers", identify a desirable or discretionary item or factor.

**“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**“Electronic Submission”** means a successful submittal of Bidder’s Bid.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices. The electronic version/copy can only be emailed.

**“Final Award”** means, in the context of this Invitation to Bid and all its attendant documents, the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

**“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

**“Mandatory”** the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder's Bid.

**“Minimum”** a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

**“Minor Irregularities”** means anything in the Bid that does not affect the price, quality and/or quantity, or any other mandatory requirement.

**“Multiple Source Award”** means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Bidder.

**“Responsible Bidder”** means a Bidder who submits a responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Bid.

**“Responsive Bidder”** or means an offer which conforms in all material respects to the requirements set forth in the Invitation to Bids. Material respects of a request for Bids include, but are not limited to price, quality, quantity or delivery requirements.

**“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders’ company.

**“Vendor”** means a person or entity representative party to the supply chain of goods and services available to companies or consumers typically used to describe the entity that have provided goods or services rather than the manufacturer of the goods or services itself.

## IMPORTANT BIDDING INFORMATION:

**Submission of Bid:** Due Date January 4, 2023, at 2:00 P.M. MST at which time the sealed Bids will be recorded as received and opened.

Solicitation packets are available at the following website: [https://www.santafenm.gov/bids\\_rfps](https://www.santafenm.gov/bids_rfps)

**Bids to be delivered to:**

*Submissions of all Invitation to Bids must be accomplished via email to: [purchasing ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov).*

All Bids received after the due date and time will be rejected and an email will be sent informing the Bidder of the rejection.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the Central Purchasing Office at [purchasing\\_itb@santafenm.gov](mailto:purchasing_itb@santafenm.gov).

**Chief Procurement Officer (CPO):** If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

CPO designee contact information is: JoAnn Lovato, Chief Procurement Officer, City of Santa Fe  
[jdlovato@santafenm.gov](mailto:jdlovato@santafenm.gov)

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

**BID OPENING:** The Bid opening will be accomplished through a Zoom meeting as follows:

Topic: Collateral Distribution Services

Time: Jan 4, 2023, 02:00 PM Mountain Time (US and Canada)

Join Zoom Meeting: <https://santafenm-gov.zoom.us/j/82204890824?pwd=SkVKNTJJdks2SDZhdVNnQkZlQmNVUT09>

Meeting ID: 822 0489 0824

Passcode: 207772

One tap mobile

+16699006833,82204890824#,,, \*207772# US (San Jose)

+17193594580,82204890824#,,, \*207772# US

Dial by your location

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

Find your local number: <https://santafenm-gov.zoom.us/j/kU7izouYe>

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

No financial interest       Yes financial interest

If yes specify by name: \_\_\_\_\_

**Rejection of Bids:** The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

**Brand Name or Equal:** Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" Bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

**Prohibit Bidding:** If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

**Responsible Bidder:** Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

**Samples:** Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

**Bid tabulations:** Bid tabs will be posted to our website after the bid opening date. To access go to [https://www.santafenm.gov/bid\\_tabulations](https://www.santafenm.gov/bid_tabulations)

## AWARDS:

**Determination of Lowest Bidder** – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

**Special Notice** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

**F.O.B. Destination** – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically

prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

#### **STATEMENT OF WORK:**

##### **Orders:**

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

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

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

##### **Shipping and Billing Instructions:**

The awarded Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term;

The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department; and

**IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED**

#### **SPECIFICATIONS:**

The City of Santa Fe is seeking bids for the provision of:

Distribution of Official Santa Fe Visitors Guide to visitor-focused brochure racks located in/around targeted cities in New Mexico (Albuquerque), Texas (Amarillo, Lubbock, Midland/Odessa, El Paso, Dallas, Houston), Oklahoma (Oklahoma City), Arizona (Phoenix, Tucson), and Colorado (Denver, Colorado Springs).

The Contractor will assist in the promotion of Santa Fe by delivering guides via truck or UPS to targeted locations where travel planners will be used to fill brochure racks with the Official Santa Fe Visitors Guide.

##### **Term:**

The term of this agreement shall be awarded for four (4) years from date of award. This Agreement shall not exceed four (4) years.

##### **Method of Award:**

Award will be made to meet the best interests of the City of Santa Fe. Additional areas may be included in the bid, however, the award will be based on items 1-9.

**Tax Note:**

Prices submitted by the Bidder shall not include State Gross Receipts Tax (GRT) or Local Option Tax. Applicable NMGRT rate will be applied and paid as determined by NM Taxation and Revenue Department at time of service.

The Awarded Vendor(s) shall add applicable NM GRT or Local Option Tax to their invoice at the current rates at the time of service as a separate line item to be paid by the user.

**Escalation / Reduction Clause:**

Awarded Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Awarded Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. *Requested price increases that exceed 10% will not be accepted.* No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

**Insurance Requirements:**

The Awarded Contractor shall procure and maintain at the Awarded Vendor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Awarded Vendor, the Awarded Vendor's agents or employees, or by sub-contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and sub-contractors therefrom.

**Bidding Information:**

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for goods and/or services provided. It is understood that the Bidder providing said goods and/or services to the City of Santa Fe is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent Contractor and not an employee of the City of Santa Fe. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an "all or none" bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

**Price Schedule:** Service Period: February 1, 2023 - January 31, 2024

| Item | Approx. QTY | Unit     | Article and Description        | Unit Price          |
|------|-------------|----------|--------------------------------|---------------------|
| 1    | 50,000      | Lump Sum | Albuquerque, NM Distribution   | \$ 16,836.29        |
| 2    | 5,000       | Lump Sum | Phoenix, AZ Distribution       | \$ 821.23           |
| 3    | 5,000       | Lump Sum | Flagstaff, AZ Distribution     | \$ 5,594.78         |
| 4    | 20,000      | Lump Sum | Centennial, CO Distribution    | \$ 6,779.67         |
| 5    | 5,000       | Lump Sum | Oklahoma City, OK Distribution | \$ 5,594.78         |
| 6    | 20,000      | Lump Sum | El Paso, TX Distribution       | \$ 5,187.16         |
| 7    | 10,000      | Lump Sum | Amarillo, TX Distribution      | \$ 3,472.76         |
| 8    | 5,000       | Lump Sum | Arlington, TX Distribution     | \$ 3,476.75         |
| 9    | 5,000       | Lump Sum | Houston, TX Distribution       | \$ 1,160.92         |
| 10   |             |          | Shipping/Freight               | \$ 2,500            |
| 11   |             |          | <b>TOTAL ANNUAL COST</b>       | <b>\$ 51,424.34</b> |
| 12   |             |          |                                | \$                  |
| 13   |             |          |                                | \$                  |
| 14   |             |          |                                | \$                  |
| 15   |             |          |                                | \$                  |



DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 061400 - Andre Frechette (NM) FEDERAL TAX ID: 85-6000168 REF: 23-0128021

ADVERTISER ID: 127010 PO NUMBER: 85-6000168

SHIP TO: Santa Fe CVB BILL TO: Santa Fe CVB

ADVERTISER: Randy Randall, Executive Director ADVERTISER: Randy Randall

CONTACT: Randy Randall, Executive Director CONTACT: Randy Randall

EMAIL: randy@santafem.com WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: 201 West Marcy Street

ADDRESS2: NEW ADDRESS: ADDRESS1: ADDRESS2:

CITY: Santa Fe CITY: Santa Fe

STATE: NM STATE: NM

PHONE: (505) 955-6209 FAX: (505) 955-6222 PHONE: (505) 955-6209 FAX: (505) 955-6222

RENEWAL

DATE: 01/16/2023

CONTRACT: 23-0128025 REV: 00001

START DATE: 02/01/2023

END DATE: 01/31/2024

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 020359

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

| CODE           | DISTRIBUTION PROGRAM AREA             | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTH | GROSS FEE | OVERZM    | GOVT    | BACKLOG | TSBD10  | NET FEE  |
|----------------|---------------------------------------|--------|------------|----------|-------------|--------|-----------|-----------|---------|---------|---------|----------|
| 1-VM-12-SW/AL  | Albuquerque/40 - Magazines            | 129    | 02/01/23   | 01/31/24 | 913.00      | 12     | 10,956.00 | -1,972.08 | -449.20 | -426.74 | -810.80 | 7,297.19 |
| 1-VM-12-SW/AM  | Amarillo - Magazines                  | 79     | 02/01/23   | 01/31/24 | 434.50      | 12     | 5,214.00  | -938.52   | -213.77 | -203.09 | -385.86 | 3,472.76 |
| 1-VM-12-SW/LU  | Lubbock - Magazines                   | 80     | 02/01/23   | 01/31/24 | 440.00      | 12     | 5,280.00  | -950.40   | -216.48 | -205.66 | -390.75 | 3,516.72 |
| 1-VM-12-SW/MO  | Midland - Magazines                   | 119    | 02/01/23   | 01/31/24 | 753.50      | 12     | 9,042.00  | -1,627.56 | -370.72 | -352.19 | -669.15 | 6,022.38 |
| 1-VM-12-SW/EP  | El Paso Area - Magazines              | 110    | 02/01/23   | 01/31/24 | 649.00      | 12     | 7,788.00  | -1,401.84 | -319.31 | -303.34 | -576.35 | 5,187.16 |
| 1-LM-7-SW/HO   | Houston - Local Marketing             | 41     | 02/01/23   | 01/31/24 | 145.25      | 12     | 1,743.00  | -313.74   | -71.46  | -67.89  | -128.99 | 1,160.92 |
| 1-VM-12-CN/OKC | Oklahoma City - Magazines             | 297    | 02/01/23   | 01/31/24 | 700.00      | 12     | 8,400.00  | -1,512.00 | -344.40 | -327.18 | -621.54 | 5,594.78 |
| 1-VM-12-R/D    | Denver - Magazines                    | 189    | 02/01/23   | 01/31/24 | 700.00      | 12     | 8,400.00  | -1,512.00 | -344.40 | -327.18 | -621.54 | 5,594.78 |
| 1-VM-12-SW/AR  | Arington - Magazines                  | 115    | 02/01/23   | 01/31/24 | 225.00      | 12     | 2,700.00  | -486.00   | -110.70 | -105.17 | -199.81 | 1,798.32 |
| 1-LM-7-R/C     | Colorado - Local Marketing            | 41     | 02/01/23   | 01/31/24 | 148.25      | 12     | 1,779.00  | -320.22   | -72.94  | -69.29  | -131.66 | 1,184.89 |
| 1-VM-12-SW/F   | Arizona I-40/Grand Canyon - Magazines | 224    | 02/01/23   | 01/31/24 | 700.00      | 12     | 8,400.00  | -1,512.00 | -344.40 | -327.18 | -621.54 | 5,594.78 |
| 1-LM-7-SW/A    | Arizona - Local Marketing             | 27     | 02/01/23   | 01/31/24 | 102.75      | 12     | 1,233.00  | -221.94   | -50.55  | -48.03  | -91.25  | 821.23   |
| 1-LM-7-SW/DAL  | Dallas - Local Marketing              | 60     | 02/01/23   | 01/31/24 | 210.00      | 12     | 2,520.00  | -453.60   | -103.32 | -98.15  | -186.49 | 1,678.43 |
| 2-VT-TB-SW/NM  | VTips Top Banner Ad - New Mexico      | 1      | 02/01/23   | 01/31/24 | 0.00        | 12     | 0.00      | 0.00      | 0.00    | 0.00    | 0.00    | 0.00     |
| 8-0-0-FDXG     | Federal Express Ground - LTL          |        | 02/01/23   | 02/28/23 | 2,500.00    | 1      | 2,500.00  | 0.00      | 0.00    | 0.00    | 0.00    | 2,500.00 |



# DISTRIBUTION SERVICE AGREEMENT

## RENEWAL

SALESPERSON: 061400 - Andre Frechette (NM) FEDERAL TAX ID: 85-6000168 REF: 23-0128021

ADVERTISER ID: 127010 PO NUMBER: **BILL TO:** Santa Fe CVB

ADVERTISER: Santa Fe CVB ADVERTISER: Santa Fe CVB

CONTACT: Randy Randall, Executive Director CONTACT: Randy Randall

EMAIL: rrandy@santafemv.gov WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street ADDRESS1: 201 West Marcy Street

ADDRESS2: NEW ADDRESS: ADDRESS2: ADDRESS2: Santa Fe

CITY: Santa Fe CITY: Santa Fe

STATE: NM STATE: NM

ZIP: 87501 ZIP: 87501

PHONE: (505) 955-6209 PHONE: (505) 955-6222

FAX: (505) 955-6222 FAX: (505) 955-6222

DISTRIBUTION PROGRAM AREA #SITES START DATE END DATE MONTHLY FEE #/MONTH GROSS FEE OVER2M GOVT RACKLOC TRSD10 NET FEE

COMMENTS/SPECIAL INSTRUCTIONS: This agreement includes all freight/shipping costs estimated at \$2,500.

## APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: 1/16/23

Title: SR, VICE PRESIDENT

DATE: 01/16/2023

CONTRACT: 23-0128025 REV: 00001

START DATE: 02/01/2023

END DATE: 01/31/2024

NAME OF BROCHURE / PUBLICATION: Santa Fe Travel Planner

INVENTORY ID NUMBER: 020359

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

SUB TOTAL: 51,424.34  
APPLICABLE SALES TAX: 565.53  
TOTAL NET FEE: 51,989.87

| MONTHLY BILLING SCHEDULE (including applicable sales tax)   |            |          |             |           |         |      |         |        |           |  |  |
|---|------------|----------|-------------|-----------|---------|------|---------|--------|-----------|--|--|
| Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided. |            |          |             |           |         |      |         |        |           |  |  |
| Month   | Start Date | End Date | Monthly Fee | Gross Fee | Over 2M | Govt | RackLoc | Trsd10 | Net Fee   |  |  |
| Jan   | 1/16/23    | 2/14/23  | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Feb   | 2/14/23    | 3/13/23  | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Mar   | 3/13/23    | 4/11/23  | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Apr   | 4/11/23    | 5/9/23   | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| May   | 5/9/23     | 6/6/23   | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Jun   | 6/6/23     | 7/4/23   | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Jul   | 7/4/23     | 8/1/23   | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Aug   | 8/1/23     | 8/29/23  | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Sept  | 8/29/23    | 9/26/23  | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Oct   | 9/26/23    | 10/23/23 | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Nov   | 10/23/23   | 11/20/23 | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| Dec   | 11/20/23   | 12/18/23 | 4,124.16    | 4,124.16  |         |      |         |        | 4,124.16  |  |  |
| TOTAL NET FEE:  |            |          |             |           |         |      |         |        | 51,424.34 |  |  |

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT DISCOUNT (Please check one)  Yes  No (0.00% on all applicable programs) : 0.00

TOTAL PREPAID FEE: 51,989.87

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an "all or none" bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

**Price Schedule:**

Service Period: February 1, 2024 - January 31, 2025

| Item | Approx. QTY | Unit     | Article and Description        | Unit Price          |
|------|-------------|----------|--------------------------------|---------------------|
| 1    | 50,000      | Lump Sum | Albuquerque, NM Distribution   | \$ 17,349.58        |
| 2    | 5,000       | Lump Sum | Phoenix, AZ Distribution       | \$ 846.27           |
| 3    | 5,000       | Lump Sum | Flagstaff, AZ Distribution     | \$ 5,765.35         |
| 4    | 20,000      | Lump Sum | Centennial, CO Distribution    | \$ 6,986.37         |
| 5    | 5,000       | Lump Sum | Oklahoma City, OK Distribution | \$ 5,765.35         |
| 6    | 20,000      | Lump Sum | El Paso, TX Distribution       | \$ 5,345.30         |
| 7    | 10,000      | Lump Sum | Amarillo, TX Distribution      | \$ 3,578.64         |
| 8    | 5,000       | Lump Sum | Arlington, TX Distribution     | \$ 3,582.76         |
| 9    | 5,000       | Lump Sum | Houston, TX Distribution       | \$ 1,196.31         |
| 10   |             |          | Shipping/Freight               | \$ 2,700.00         |
| 11   |             |          | <b>TOTAL ANNUAL COST</b>       | <b>\$ 53,115.93</b> |
| 12   |             |          |                                | \$                  |
| 13   |             |          |                                | \$                  |
| 14   |             |          |                                | \$                  |
| 15   |             |          |                                | \$                  |



# DISTRIBUTION SERVICE AGREEMENT

## NEW ORDER

|             |            |
|-------------|------------|
| DATE:       | 01/16/2023 |
| ORDER:      | 0000043636 |
| BEGIN DATE: | 02/01/24   |
| END DATE:   | 01/31/25   |

**NAME OF BROCHURE / PUBLICATION:**

Santa Fe Travel Planner

**INVENTORY ID NUMBER:**

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

SALESPERSON: 061400 - Andre Frechette (NIM)  
 ADVERTISER ID: 127010  
 SHIP TO: Santa Fe CVB  
 ADVERTISER: Santa Fe CVB  
 CONTACT: Randy Randall, Executive Director  
 EMAIL: rrandy@santafenm.gov  
 ADDRESS1: 201 West Marcy Street  
 ADDRESS2:  
 CITY: Santa Fe  
 STATE: NIM ZIP: 87501  
 PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID: 85-6000168 REF:  
 PO NUMBER:  
 BILL TO: Santa Fe CVB  
 ADVERTISER:  
 CONTACT:  
 WEB SITE: santafe.org  
 ADDRESS1: 201 West Marcy Street  
 ADDRESS2:  
 CITY: Santa Fe  
 STATE: NIM ZIP: 87501  
 PHONE:  
 FAX:

| CODE           | DISTRIBUTION PROGRAM AREA             | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M    | GOVT    | NONPROF | TRSD10  | NET FEE  |
|----------------|---------------------------------------|--------|------------|----------|-------------|---------|-----------|-----------|---------|---------|---------|----------|
| 1-VM-12-SW/AL  | Albuquerque/I-40 - Magazines          | 129    | 02/01/24   | 01/31/25 | 913.00      | 12      | 10,956.00 | -1,698.18 | -462.89 | -439.75 | -835.52 | 7,519.66 |
| 1-VM-12-SW/AM  | Amarillo - Magazines                  | 79     | 02/01/24   | 01/31/25 | 434.50      | 12      | 5,214.00  | -808.17   | -220.29 | -209.28 | -397.63 | 3,578.64 |
| 1-VM-12-SW/LU  | Lubbock - Magazines                   | 80     | 02/01/24   | 01/31/25 | 440.00      | 12      | 5,280.00  | -818.40   | -223.08 | -211.93 | -402.66 | 3,623.93 |
| 1-VM-12-SW/MO  | Midland - Magazines                   | 119    | 02/01/24   | 01/31/25 | 753.50      | 12      | 9,042.00  | -1,401.51 | -382.02 | -362.92 | -689.56 | 6,205.99 |
| 1-VM-12-SW/EP  | EI Paso Area - Magazines              | 110    | 02/01/24   | 01/31/25 | 649.00      | 12      | 7,788.00  | -1,207.14 | -329.04 | -312.59 | -593.92 | 5,345.30 |
| 1-VM-12-CN/OKC | Okahoma City - Magazines              | 297    | 02/01/24   | 01/31/25 | 700.00      | 12      | 8,400.00  | -1,302.00 | -354.90 | -337.16 | -640.59 | 5,765.35 |
| 1-VM-12-R/D    | Denver - Magazines                    | 189    | 02/01/24   | 01/31/25 | 700.00      | 12      | 8,400.00  | -1,302.00 | -354.90 | -337.16 | -640.59 | 5,765.35 |
| 1-VM-12-SW/AR  | Arlington - Magazines                 | 115    | 02/01/24   | 01/31/25 | 225.00      | 12      | 2,700.00  | -418.50   | -114.08 | -108.37 | -205.91 | 1,853.15 |
| 1-VM-12-SW/F   | Arizona I-40/Grand Canyon - Magazines | 224    | 02/01/24   | 01/31/25 | 700.00      | 12      | 8,400.00  | -1,302.00 | -354.90 | -337.16 | -640.59 | 5,765.35 |
| 1-LM-7-SW/A    | Arizona - Local Marketing             | 27     | 02/01/24   | 01/31/25 | 102.75      | 12      | 1,233.00  | -191.12   | -52.09  | -49.49  | -94.03  | 846.27   |
| 1-LM-7-R/C     | Colorado - Local Marketing            | 41     | 02/01/24   | 01/31/25 | 148.25      | 12      | 1,779.00  | -275.75   | -75.16  | -71.40  | -135.67 | 1,221.02 |
| 1-LM-7-SW/DAL  | Dallas - Local Marketing              | 60     | 02/01/24   | 01/31/25 | 210.00      | 12      | 2,520.00  | -390.60   | -106.47 | -101.15 | -192.18 | 1,729.61 |
| 1-LM-7-SW/HO   | Houston - Local Marketing             | 41     | 02/01/24   | 01/31/25 | 145.25      | 12      | 1,743.00  | -270.17   | -73.64  | -69.96  | -132.92 | 1,196.31 |
| 2-VT-TB-SW/NM  | VTTips Top Banner Ad - New Mexico     | 1      | 02/01/24   | 01/31/25 | 0.00        | 12      | 0.00      | 0.00      | 0.00    | 0.00    | 0.00    | 0.00     |
| 8-0-0-FDXG     | Federal Express Ground - LTL          |        | 02/01/24   | 02/29/24 | 2,700.00    | 1       | 2,700.00  | 0.00      | 0.00    | 0.00    | 0.00    | 2,700.00 |



# DISTRIBUTION SERVICE AGREEMENT

## NEW ORDER

DATE: 01/16/2023  
 ORDER: 0000043636  
 BEGIN DATE: 02/01/24  
 END DATE: 01/31/25

SALESPERSON: 061400 - Andre Frechette (NM)  
 ADVERTISER ID: 127010  
**SHIP TO:**  
 ADVERTISER: Santa Fe CVB  
 CONTACT: Randy Randall, Executive Director  
 EMAIL: rrandy@santafenm.gov  
 ADDRESS1: 201 West Marcy Street  
 ADDRESS2:  
 CITY: Santa Fe  
 STATE: NM ZIP: 87501  
 PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID: 85-6000168 REF:  
 PO NUMBER:  
**BILL TO:**  
 ADVERTISER: Santa Fe CVB  
 CONTACT:  
 WEB SITE: santafe.org  
 ADDRESS1: 201 West Marcy Street  
 ADDRESS2:  
 CITY: Santa Fe  
 STATE: NM ZIP: 87501  
 PHONE:

**NAME OF BROCHURE / PUBLICATION:**  
 Santa Fe Travel Planner  
 INVENTORY ID NUMBER:  
 We will distribute the above named item in the crea or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

| CODE | DISTRIBUTION PROGRAM AREA | #SITS | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M | GOVT | NONPROF | TRSD10 | NET FEE |
|------|---------------------------|-------|------------|----------|-------------|---------|-----------|--------|------|---------|--------|---------|
|      |                           |       |            |          |             |         |           |        |      |         |        |         |

### COMMENT/SPECIAL INSTRUCTIONS

## APPROVED BY ADVERTISER

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED BY (Certified Folder Display corporate office)

Signature:

Name (print): BILL DEEPING  
 Title: SR. VICE PRESIDENT  
 Date: 1/16/23

### MONTHLY BILLING SCHEDULE (Including any applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

| Month | Start Date | End Date | Monthly Fee |
|-------|------------|----------|-------------|
| Jan   | 4,249.89   | 4,249.89 | 4,249.89    |
| Feb   | 4,249.89   | 4,249.89 | 4,249.89    |
| Mar   | 4,249.89   | 4,249.89 | 4,249.89    |
| Apr   | 4,249.89   | 4,249.89 | 4,249.89    |
| May   | 4,249.89   | 4,249.89 | 4,249.89    |
| Jun   | 4,249.89   | 4,249.89 | 4,249.89    |
| Jul   | 4,249.89   | 4,249.89 | 4,249.89    |
| Aug   | 4,249.89   | 4,249.89 | 4,249.89    |
| Sept  | 4,249.89   | 4,249.89 | 4,249.89    |
| Oct   | 4,249.89   | 4,249.89 | 4,249.89    |
| Nov   | 4,249.89   | 4,249.89 | 4,249.89    |
| Dec   | 4,249.89   | 4,249.89 | 4,249.89    |

### PREPAYMENT OPTION

PREPAYMENT DISCOUNT (Please check one)

Yes  No (0.00% on all applicable programs)

TOTAL NET FEE: 53,115.93  
 SUBTOTAL: 53,115.93  
 APPLICABLE SALES TAX: 582.77  
 TOTAL NET FEE: 53,698.70

TOTAL NET FEE: 53,115.93  
 APPLICABLE SALES TAX: 582.77  
 TOTAL FEE: 53,698.70

TERMS: The agreed payment is NET CASH. Payment shall be made no later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an "all or none" bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

**Price Schedule:** Service Period: February 1, 2025 - January 31, 2026

| Item | Approx. QTY | Unit     | Article and Description        | Unit Price          |
|------|-------------|----------|--------------------------------|---------------------|
| 1    | 50,000      | Lump Sum | Albuquerque, NM Distribution   | \$ 17,862.89        |
| 2    | 5,000       | Lump Sum | Phoenix, AZ Distribution       | \$ 871.31           |
| 3    | 5,000       | Lump Sum | Flagstaff, AZ Distribution     | \$ 5,935.92         |
| 4    | 20,000      | Lump Sum | Centennial, CO Distribution    | \$ 7,193.06         |
| 5    | 5,000       | Lump Sum | Oklahoma City, OK Distribution | \$ 5,935.92         |
| 6    | 20,000      | Lump Sum | El Paso, TX Distribution       | \$ 5,503.45         |
| 7    | 10,000      | Lump Sum | Amarillo, TX Distribution      | \$ 3,684.51         |
| 8    | 5,000       | Lump Sum | Arlington, TX Distribution     | \$ 3,688.76         |
| 9    | 5,000       | Lump Sum | Houston, TX Distribution       | \$ 1,231.70         |
| 10   |             |          | Shipping/Freight               | \$ 2,900.00         |
| 11   |             |          | <b>TOTAL ANNUAL COST</b>       | <b>\$ 54,807.52</b> |
| 12   |             |          |                                | \$                  |
| 13   |             |          |                                | \$                  |
| 14   |             |          |                                | \$                  |
| 15   |             |          |                                | \$                  |



# DISTRIBUTION SERVICE AGREEMENT

**NEW ORDER**

DATE: 01/16/2023  
 ORDER: 0000043638  
 BEGIN DATE: 02/01/25  
 END DATE: 01/31/26

NAME OF BROCHURE / PUBLICATION:  
 Santa Fe Travel Planner

INVENTORY ID NUMBER:

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

SALESPERSON: 061400 - Andre Frechette (NM) FEDERAL TAX ID: 85-6000168 REF:

ADVERTISER ID: 127010 PO NUMBER:

SHIP TO: Santa Fe CVB BILL TO: Santa Fe CVB

ADVERTISER: Santa Fe CVB CONTACT: Randy Randall, Executive Director

CONTACT: Randy Randall, Executive Director

EMAIL: randy@sentefem.gov WEB SITE: santafe.org

ADDRESS1: 201 West Marcy Street NEW ADDRESS: 201 West Marcy Street

ADDRESS2: ADDRESS2: ADDRESS2:

CITY: Santa Fe CITY: Santa Fe

STATE: NM STATE: NM ZIP: 87501 ZIP: 87501

PHONE: (505) 955-6209 FAX: (505) 955-6222 PHONE: FAX:

| CODE           | DISTRIBUTION PROGRAM AREA             | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER/2M   | GOVT    | NONPROF | TSRD10  | NET FEE  |
|----------------|---------------------------------------|--------|------------|----------|-------------|---------|-----------|-----------|---------|---------|---------|----------|
| 1-VM-12-SW/AL  | Albuquerque/I-40 -Magazines           | 129    | 02/01/25   | 01/31/26 | 913.00      | 12      | 10,956.00 | -1,424.28 | -476.59 | -452.76 | -860.24 | 7,742.14 |
| 1-VM-12-SW/AM  | Amarillo - Magazines                  | 79     | 02/01/25   | 01/31/26 | 434.50      | 12      | 5,214.00  | -677.82   | -226.81 | -215.47 | -409.39 | 3,684.51 |
| 1-VM-12-SW/LLU | Lubbock - Magazines                   | 80     | 02/01/25   | 01/31/26 | 440.00      | 12      | 5,280.00  | -686.40   | -229.68 | -218.20 | -414.57 | 3,731.15 |
| 1-VM-12-SW/MO  | Midland - Magazines                   | 119    | 02/01/25   | 01/31/26 | 753.50      | 12      | 9,042.00  | -1,175.46 | -393.33 | -373.66 | -709.96 | 6,389.60 |
| 1-VM-12-SW/EP  | El Paso Area - Magazines              | 110    | 02/01/25   | 01/31/26 | 649.00      | 12      | 7,788.00  | -1,012.44 | -338.78 | -321.84 | -611.49 | 5,503.45 |
| 1-VM-12-CN/OKC | Okahoma City - Magazines              | 297    | 02/01/25   | 01/31/26 | 700.00      | 12      | 8,400.00  | -1,092.00 | -365.40 | -347.13 | -659.55 | 5,935.92 |
| 1-VM-12-R/D    | Denver - Magazines                    | 189    | 02/01/25   | 01/31/26 | 700.00      | 12      | 8,400.00  | -1,092.00 | -365.40 | -347.13 | -659.55 | 5,935.92 |
| 1-VM-12-SW/AR  | Arlington - Magazines                 | 115    | 02/01/25   | 01/31/26 | 225.00      | 12      | 2,700.00  | -351.00   | -117.45 | -111.58 | -212.00 | 1,907.98 |
| 1-VM-12-SW/F   | Arizona I-40/Grand Canyon - Magazines | 224    | 02/01/25   | 01/31/26 | 700.00      | 12      | 8,400.00  | -1,092.00 | -365.40 | -347.13 | -659.55 | 5,935.92 |
| 1-LM-7-SW/A    | Arizona - Local Marketing             | 27     | 02/01/25   | 01/31/26 | 102.75      | 12      | 1,233.00  | -160.29   | -53.64  | -50.95  | -96.81  | 871.31   |
| 1-LM-7-R/C     | Colorado - Local Marketing            | 41     | 02/01/25   | 01/31/26 | 148.25      | 12      | 1,779.00  | -231.27   | -77.39  | -73.52  | -139.58 | 1,257.14 |
| 1-LM-7-SW/DAL  | Dallas - Local Marketing              | 60     | 02/01/25   | 01/31/26 | 210.00      | 12      | 2,520.00  | -327.60   | -109.62 | -104.14 | -197.86 | 1,780.78 |
| 1-LM-7-SW/HO   | Houston - Local Marketing             | 41     | 02/01/25   | 01/31/26 | 145.25      | 12      | 1,743.00  | -226.59   | -75.82  | -72.03  | -136.86 | 1,231.70 |
| 2-VT-TB-SW/NM  | VTips Top Banner Ad - New Mexico      | 1      | 02/01/25   | 01/31/26 | 0.00        | 12      | 0.00      | 0.00      | 0.00    | 0.00    | 0.00    | 0.00     |
| 8-0-0-FDXG     | Federal Express Ground - LTL          |        | 02/01/25   | 02/28/25 | 2,900.00    | 1       | 2,900.00  | 0.00      | 0.00    | 0.00    | 0.00    | 2,900.00 |



**DISTRIBUTION SERVICE AGREEMENT**

**NEW ORDER**

DATE: 01/16/2023  
 ORDER: 0000043638  
 BEGIN DATE: 02/01/25  
 END DATE: 01/31/26

SALESPERSON: 061400 - Andre Frechette (NM) FEDERAL TAX ID: 85-6000168 REF: \_\_\_\_\_  
 ADVERTISER ID: 127010 PO NUMBER: \_\_\_\_\_  
**SHIP TO:** ADVERTISER: Santa Fe CVB **BILL TO:** Santa Fe CVB  
 CONTACT: Randy Randall, Executive Director  
 EMAIL: rrandy@santafem.gov  
 ADDRESS1: 201 West Marcy Street NEW ADDRESS: \_\_\_\_\_  
 ADDRESS2: \_\_\_\_\_  
 CITY: Santa Fe ADDRESS2: \_\_\_\_\_  
 STATE: NM ZIP: 87501 CITY: Santa Fe  
 PHONE: (505) 955-6209 FAX: (505) 955-6222 STATE: NM ZIP: 87501  
 PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

| CODE | DISTRIBUTION PROGRAM AREA | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M | GOVT | NONPROF | TRSD10 | NET FEE |
|------|---------------------------|--------|------------|----------|-------------|---------|-----------|--------|------|---------|--------|---------|
|------|---------------------------|--------|------------|----------|-------------|---------|-----------|--------|------|---------|--------|---------|

**NAME OF BROCHURE / PUBLICATION:** Santa Fe Travel Planner  
 INVENTORY ID NUMBER: \_\_\_\_\_

We will distribute the above named item in the areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

**COMMENT/SPECIAL INSTRUCTIONS**

**APPROVED BY ADVERTISER**

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED BY (Certified Folder Display corporate office)

Signature: \_\_\_\_\_  
 Name (print): BILL DEERING  
 SR. VICE PRESIDENT  
 Date: 1/16/23

**MONTHLY BILLING SCHEDULE (including any applicable sales tax)**

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

| Month    | Jan      | Feb      | Mar      | Apr      | May      | Jun      |
|----------|----------|----------|----------|----------|----------|----------|
| 7,275.63 | 4,375.63 | 4,375.63 | 4,375.63 | 4,375.63 | 4,375.63 | 4,375.63 |
| 4,375.63 | 4,375.63 | 4,375.63 | 4,375.63 | 4,375.63 | 4,375.63 | 4,375.59 |

TOTAL NET FEE: 54,807.52  
 APPLICABLE SALES TAX: 600.02  
 TOTAL FEE: 55,407.54

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT DISCOUNT (Please check one)  Yes  No (0.00% on all applicable programs)  
 TOTAL NET FEE: 54,807.52

PREPARATION OPTION  
 SUBTOTAL: 54,807.52  
 APPLICABLE SALES TAX: 600.02  
 TOTAL NET FEE: 55,407.54

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an "all or none" bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

**Price Schedule:** Service Period: February 1, 2026 – January 31, 2027

| Item | Approx. QTY | Unit     | Article and Description        | Unit Price          |
|------|-------------|----------|--------------------------------|---------------------|
| 1    | 50,000      | Lump Sum | Albuquerque, NM Distribution   | \$ 18,376.19        |
| 2    | 5,000       | Lump Sum | Phoenix, AZ Distribution       | \$ 896.35           |
| 3    | 5,000       | Lump Sum | Flagstaff, AZ Distribution     | \$ 6,106.50         |
| 4    | 20,000      | Lump Sum | Centennial, CO Distribution    | \$ 7,399.77         |
| 5    | 5,000       | Lump Sum | Oklahoma City, OK Distribution | \$ 6,106.50         |
| 6    | 20,000      | Lump Sum | El Paso, TX Distribution       | \$ 5,661.59         |
| 7    | 10,000      | Lump Sum | Amarillo, TX Distribution      | \$ 3,790.39         |
| 8    | 5,000       | Lump Sum | Arlington, TX Distribution     | \$ 3,794.75         |
| 9    | 5,000       | Lump Sum | Houston, TX Distribution       | \$ 1,267.10         |
| 10   |             |          | Shipping/Freight               | \$ 3,100.00         |
| 11   |             |          | <b>TOTAL ANNUAL COST</b>       | <b>\$ 56,499.14</b> |
| 12   |             |          |                                | \$                  |
| 13   |             |          |                                | \$                  |
| 14   |             |          |                                | \$                  |
| 15   |             |          |                                | \$                  |



**DISTRIBUTION SERVICE AGREEMENT**

**NEW ORDER**

DATE: 01/16/2023  
 ORDER: 0000043639  
 BEGIN DATE: 02/01/26  
 END DATE: 01/31/27

**NAME OF BROCHURE / PUBLICATION:**  
 Santa Fe Travel Planner

INVENTORY ID NUMBER:

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

SALESPERSON: 061400 - Andre Frechette (NIM)  
 ADVERTISER ID: 127010  
**SHIP TO:** Santa Fe CVB  
 ADVERTISER: Santa Fe CVB  
 CONTACT: Randy Randall, Executive Director  
 EMAIL: randy@sanfefnm.gov  
 ADDRESS1: 201 West Marcy Street  
 ADDRESS2:  
 CITY: Santa Fe  
 STATE: NM ZIP: 87501  
 PHONE: (505) 955-6209 FAX: (505) 955-6222

FEDERAL TAX ID: 85-6000168 REF:  
 PO NUMBER:  
**BILL TO:** Santa Fe CVB  
 ADVERTISER:  
 CONTACT:  
 WEB SITE: santafe.org  
 ADDRESS1: 201 West Marcy Street  
 ADDRESS2:  
 CITY: Santa Fe  
 STATE: NM ZIP: 87501  
 PHONE: FAX:

| CODE           | DISTRIBUTION PROGRAM AREA             | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M    | GOVT    | NONPROF | TRSD10  | NET FEE  |
|----------------|---------------------------------------|--------|------------|----------|-------------|---------|-----------|-----------|---------|---------|---------|----------|
| 1-VM-12-SW/AL  | Albuquerque/I-40 -Magazines           | 129    | 02/01/26   | 01/31/27 | 913.00      | 12      | 10,956.00 | -1,150.38 | -490.28 | -465.77 | -884.96 | 7,964.61 |
| 1-VM-12-SW/AM  | Amarillo - Magazines                  | 79     | 02/01/26   | 01/31/27 | 434.50      | 12      | 5,214.00  | -547.47   | -233.33 | -221.66 | -421.15 | 3,790.39 |
| 1-VM-12-SW/LLU | Lubbock - Magazines                   | 80     | 02/01/26   | 01/31/27 | 440.00      | 12      | 5,280.00  | -554.40   | -236.28 | -224.47 | -426.49 | 3,838.37 |
| 1-VM-12-SW/MO  | Midland - Magazines                   | 119    | 02/01/26   | 01/31/27 | 753.50      | 12      | 9,042.00  | -949.41   | -404.63 | -384.40 | -730.36 | 6,573.21 |
| 1-VM-12-SW/EP  | El Paso Area - Magazines              | 110    | 02/01/26   | 01/31/27 | 649.00      | 12      | 7,788.00  | -817.74   | -348.51 | -331.09 | -629.07 | 5,661.59 |
| 1-VM-12-CN/OKC | Oklahoma City - Magazines             | 297    | 02/01/26   | 01/31/27 | 700.00      | 12      | 8,400.00  | -882.00   | -375.90 | -357.11 | -678.50 | 6,106.50 |
| 1-VM-12-R/D    | Denver - Magazines                    | 189    | 02/01/26   | 01/31/27 | 700.00      | 12      | 8,400.00  | -882.00   | -375.90 | -357.11 | -678.50 | 6,106.50 |
| 1-VM-12-SW/AR  | Arlington- Magazines                  | 115    | 02/01/26   | 01/31/27 | 225.00      | 12      | 2,700.00  | -283.50   | -120.83 | -114.78 | -218.09 | 1,962.80 |
| 1-VM-12-SW/F   | Arizona I-40/Grand Canyon - Magazines | 224    | 02/01/26   | 01/31/27 | 700.00      | 12      | 8,400.00  | -882.00   | -375.90 | -357.11 | -678.50 | 6,106.50 |
| 1-LM-7-SW/A    | Arizona - Local Marketing             | 27     | 02/01/26   | 01/31/27 | 102.75      | 12      | 1,233.00  | -129.47   | -55.18  | -52.42  | -99.59  | 896.35   |
| 1-LM-7-R/C     | Colorado - Local Marketing            | 41     | 02/01/26   | 01/31/27 | 148.25      | 12      | 1,779.00  | -186.80   | -79.61  | -75.63  | -143.70 | 1,293.27 |
| 1-LM-7-SW/DAL  | Dallas - Local Marketing              | 60     | 02/01/26   | 01/31/27 | 210.00      | 12      | 2,520.00  | -264.60   | -112.77 | -107.13 | -203.55 | 1,831.95 |
| 1-LM-7-SW/HO   | Houston - Local Marketing             | 41     | 02/01/26   | 01/31/27 | 145.25      | 12      | 1,743.00  | -183.02   | -78.00  | -74.10  | -140.79 | 1,267.10 |
| 2-VT-TB-SW/NM  | VTips Top Banner Ad - New Mexico      | 1      | 02/01/26   | 01/31/27 | 0.00        | 12      | 0.00      | 0.00      | 0.00    | 0.00    | 0.00    | 0.00     |
| 8-0-0-FDXG     | Federal Express Ground - LTL          |        | 02/01/26   | 02/28/26 | 3,100.00    | 1       | 3,100.00  | 0.00      | 0.00    | 0.00    | 0.00    | 3,100.00 |



**DISTRIBUTION SERVICE AGREEMENT**

**NEW ORDER**

DATE: 01/16/2023  
 ORDER: 0000043639  
 BEGIN DATE: 02/01/26  
 END DATE: 01/31/27

NAME OF BROCHURE / PUBLICATION:  
 Santa Fe Travel Planner

INVENTORY ID NUMBER:

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

| CODE | DISTRIBUTION PROGRAM AREA | #SITES | START DATE | END DATE | MONTHLY FEE | #MONTHS | GROSS FEE | OVER2M | GOVT | NONPROF | TSRD10 | NET FEE |
|------|---------------------------|--------|------------|----------|-------------|---------|-----------|--------|------|---------|--------|---------|
|      |                           |        |            |          |             |         |           |        |      |         |        |         |

**SALESPERSON:** 061400 - Andre Frechette (NM)  
**FEDERAL TAX ID:** 85-6000168  
**REF:**  
**ADVERTISER ID:** 127010  
**PO NUMBER:**  
**SHIP TO:** Santa Fe CVB  
**BILL TO:** Santa Fe CVB  
**ADVERTISER:** Santa Fe CVB  
**CONTACT:** Randy Randall, Executive Director  
**EMAIL:** rrandy@santefnm.gov  
**WEB SITE:** santafe.org  
**ADDRESS1:** 201 West Marcy Street  
**NEW ADDRESS:** 201 West Marcy Street  
**ADDRESS2:**   
**ADDRESS3:**   
**CITY:** Santa Fe  
**CITY:** Santa Fe  
**STATE:** NM  
**STATE:** NM  
**ZIP:** 87501  
**ZIP:** 87501  
**PHONE:** (505) 955-6209  
**FAX:** (505) 955-6222  
**PHONE:**

**APPROVED BY ADVERTISER**

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

APPROVED BY (Certified Folder Display corporate office)

Signature:   
 Name (print): BILL DEERING  
 Title: SR. VICE PRESIDENT  
 Date: 1/16/23

**MONTHLY BILLING SCHEDULE (including any applicable sales tax)**

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

| Month    | Jan      | Feb      | Mar      | Apr      | May      | Jun      |
|----------|----------|----------|----------|----------|----------|----------|
| 7,601.39 | 4,501.39 | 4,501.39 | 4,501.39 | 4,501.39 | 4,501.39 | 4,501.39 |
| 4,501.39 | 4,501.39 | 4,501.39 | 4,501.39 | 4,501.39 | 4,501.13 |          |

**PREPAYMENT OPTION**

PREPAYMENT DISCOUNT (Please check one)  
 Yes  No (0.00% on all applicable programs)

TOTAL NET FEE: 56,499.14  
 SUBTOTAL: 56,499.14  
 APPLICABLE SALES TAX: 617.26  
**TOTAL NET FEE: 57,116.40**

TOTAL NET FEE: 56,499.14  
 APPLICABLE SALES TAX: 617.26  
 TOTAL FEE: 57,116.40

TERMS: The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added to the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

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

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT  
TOURISM SANTA FE COLLATERAL DISTRIBUTION SERVICES  
INVITATION TO BID ONLY**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and <Enter Contractor Name> herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

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

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

C. "You" and "your" refers to (**Contract Name**). "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor will assist in the promotion of Santa Fe by delivering guides via truck or UPS to targeted locations where travel planners will be used to fill brochure racks with the Official Santa Fe Visitors Guide.

Distribution of Official Santa Fe Visitors Guide to visitor-focused brochure racks located in/around targeted cities in New Mexico (Albuquerque), Texas (Amarillo, Lubbock, Midland/Odessa, El Paso, Dallas, Houston), Oklahoma (Oklahoma City), Arizona (Phoenix, Tucson), and Colorado (Denver, Colorado Springs).

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                       |                            | \$           |
| 02                       |                            | \$           |

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] including New Mexico gross receipts tax.

4. **Payment Provisions**

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on January 31, 2027. 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 Bids, this Agreement is derived from (1) the request for Bid, (including any written clarifications to the request for Bids and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for Bids.

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 Bids, 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 Bids.

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:

NAME: TOURISM Santa Fe, Jordan Guenther, Director of Marketing

ADDRESS: 201 W. Marcy Street, Santa Fe, NM 87501

PHONE: 505.309.1194

EMAIL: [jguenther@santafenm.gov](mailto:jguenther@santafenm.gov)

To the Contractor:

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

To the Contractor:

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:

\_\_\_\_\_  
CITY MAYOR/MANAGER

\_\_\_\_\_  
NAME

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

\_\_\_\_\_  
TITLE

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

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

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

ATTEST:

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

CITY ATTORNEY'S OFFICE (INVITATION TO BID ONLY):

Marcos Martinez

Marcos Martinez (Dec 2, 2022 10:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

\_\_\_\_\_  
Org.Name/Org.#



# City of Santa Fe

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

### Section to be completed by department

1. Munis Contract # 3203885

Contractor: Certified Folder Display

Description: Distribution of Official Santa Fe Visitors Guide to visitor-focused brochure racks located in/around targeted cities in New Mexico (Albuquerque), Texas (Amarillo, Lubbock, Midland/Odessa, El Paso, Dallas, Houston), Oklahoma (Oklahoma City), Arizona (Phoenix, Tucson), and Colorado (Denver, Colorado Springs).

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: \_\_\_\_\_ Term End Date: 01/31/2027

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)  
ITB# 23/36/B - Collateral Distribution Services

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

Feb 13, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Original contract - 4yr term

4. Funding Source: VSF / SRVC CNTR Org / Object: 2130521.510310

Feb 9, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

Staff Contact who completed this form: Valerie Romero Phone # 6210

Email: veromero@santafenm.gov

### To be recorded by City Clerk:

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

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

ITT Representative (attesting that all information is reviewed) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**CITY OF SANTA FE  
PURCHASING OFFICE  
200 Lincoln Ave Room 122 Santa Fe, NM 87505  
JoAnn Lovato, Interim CPO**

|   |             |                    |   |
|---|-------------|--------------------|---|
| <b>DATE: 1/18/2023 2:00PM</b>                               |             |                    | (AA)  |
| <b>ITB # 23/36/B Collateral Distribution Services</b>       |             |                    |   |
| <b>BID NUMBER: 23/36/B<br/>PREPARED BY: R. Scott Gunter</b> |             |                    | Certified Folder Display                              |
|   |             |                    | <b>UNIT PRICE</b>                                     |
| <b>ITEM &amp; DESCRIPTION</b>                               |             |                    |   |
| <b>ITEM #</b>   | <b>Unit</b> | <b>Approx. QTY</b> | <b>ITB # 23/36/B Collateral Distribution Services</b> |
| 1   | LS          | 50000              | Albuquerque, NM Distribution                          |
| 2   | LS          | 5000               | Phoenix, AZ Distribution                              |
| 3   | LS          | 5000               | Flagstaff, AZ Distribution                            |
| 4   | LS          | 20000              | Centennial, CO Distribution                           |
| 5   | LS          | 5000               | Oklahoma City, OK Distribution                        |
| 6   | LS          | 20000              | El Paso, TX Distribution                              |
| 7   | LS          | 10000              | Amarillo, TX Distribution                             |
| 8   | LS          | 5000               | Arlington, TX Distribution                            |
| 9   | LS          | 5000               | Houston, TX Distribution                              |
| 10  |             |                    | Shipping/Freight                                      |
|   |             |                    | Total   |
|   |             |                    | \$16,836.29   |
|   |             |                    | \$821.23  |
|   |             |                    | \$5,594.78  |
|   |             |                    | \$6,779.67  |
|   |             |                    | \$5,594.78  |
|   |             |                    | \$5,187.16  |
|   |             |                    | \$3,472.76  |
|   |             |                    | \$3,476.75  |
|   |             |                    | \$1,160.92  |
|   |             |                    | \$2,500.00  |
|   |             |                    | \$51,424.34   |

Witness: \_\_\_\_\_

*R. Scott Gunter*

Time: \_\_\_\_\_

2:00 PM

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

1/18/23

Witness: \_\_\_\_\_

*[Signature]*

Time: \_\_\_\_\_

2:00 pm

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

1/18/23

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **CERTIFIED FOLDER DISPLAY** 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 **CERTIFIED FOLDER DISPLAY**. "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) Assist in the promotion of Santa Fe by delivering guides via truck or UPS to targeted locations where travel planners will be used to fill brochure racks with the Official Santa Fe Visitors Guide.

2) Distribution of Official Santa Fe Visitors Guide to visitor-focused brochure racks located in/around targeted cities in New Mexico (Albuquerque), Texas (Amarillo, Lubbock, Midland/Odessa, El Paso, Dallas, Houston), Oklahoma (Oklahoma City), Arizona (Phoenix, Tucson), and Colorado (Denver, Colorado Springs).

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 FY23 (partial year)   |                            | \$ 20,620.80 |
| 02 FY24                  |                            | \$ 52,618.55 |
| 03 FY25                  |                            | \$ 54,327.38 |
| 04 FY26                  |                            | \$ 56,036.32 |
| 05 FY27 (partial year)   |                            | \$ 34,609.47 |

The total compensation under this Agreement shall not exceed two hundred eighteen thousand, two hundred twelve dollars and fifty-two cents (\$218,212.52) 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 **January 31, 2027**. 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: Tourism Santa Fe, Randy Randall, Executive Director, 201 West Marcy Street, Santa Fe, NM 87501, [rrandall@santafenm.gov](mailto:rrandall@santafenm.gov), 505-955-6209

To the Contractor: Certified Folder Display, Bill Deering, Senior VP/GM, 7812 Pan American E Fwy, NE, Albuquerque, NM 87109, [billd@certifiedfolder.com](mailto:billd@certifiedfolder.com), 800-799-7373

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: Certified Folder Display, Bill Deering, Senior VP/GM, 7812 Pan American E Fwy, NE, Albuquerque, NM 87109, [billd@certifiedfolder.com](mailto:billd@certifiedfolder.com), 800-799-7373

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:

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

  
\_\_\_\_\_  
Bill Deering (Feb 7, 2023 10:10 PST)  
BILL DEERING, SENIOR VP/GM

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

DATE: **Feb 7, 2023**  
\_\_\_\_\_  
CRS# 02044154001  
Registration # 227310

ATTEST:

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

CITY ATTORNEY'S OFFICE:

  
\_\_\_\_\_  
Marcos Martinez (Feb 6, 2023 08:46 MST)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

Org.Name/Org.# VSF ADMIN/SVC CNTR 2130521/510310



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

## BUSINESS REGISTRATION

**Business Name:** CERTIFIED FOLDER DISPLAY  
SERVICE INC  
DBA: CERTIFIED FOLDER DISPLAY  
SERVICE INC

**Business Location:** 1120 JOSHUA WAY  
VISTA, CA 92081

**Owner:** JANINE PACE

**License Number:** 227310

**Issued Date:** March 15, 2022

**Expiration Date:** March 15, 2023

**CRS Number:** 02044154001

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

CERTIFIED FOLDER DISPLAY SERVICE INC  
1120 JOSHUA  
VISTA, CA 92081

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

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

TO BE POSTED IN A CONSPICUOUS PLACE






# City of Santa Fe, New Mexico


## Memorandum



Date: February 8, 2023

To: Finance Committee: 02/27/2023  
Economic Development Advisory Committee: 03/01/2023  
Quality of Life Committee: 03/01/2023  
Public Works & Utilities Committee: 03/06/23  
Governing Body: 03/08/2023

Via: Johanna Nelson, Director, Office of Economic Development 

From: Terry Lease, Asset Development Manager, Office of Economic Development 

RE: Lease Agreement Between Marcy Ventures, LLC, a New Mexico Limited Liability Company, and the City of Santa Fe, a Charter Municipality.

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### EXECUTIVE SUMMARY:

This lease between Marcy Ventures, LLC (“Lessor”) and the City, if approved, will accommodate City staff that is being relocated from the Market Station Condominium as a result of a lease of that space to Specifica, LLC. The Premises consists of 6,895 leasable square feet and is located at 119 and 123 East Marcy Street in Santa Fe, New Mexico. This is a full-service lease (all operating expenses are included in the rent) with a first year monthly rent of \$16,088.33 (\$28.00 per square foot per year). The rent is subject to annual increases of 3.5% and the initial term is 5-years, from March 9, 2023, through March 8, 2028, with one 5-year renewal option (“Marcy Lease”).

### BACKGROUND:

The City owns a commercial condominium on the 2<sup>nd</sup> floor in a building located at 500 Market Street, within the Railyard (“Market Station Condominium”). The City’s condominium adjoins a rapidly growing biotechnology company, Specifica, LLC (“Specifica”), with a need to expand its operations to keep pace with business demands and generate added revenue to the municipality. Specifica has offered to compensate the City \$500,000.00 to cover the costs of moving the City’s offices and to lease alternative office space. Also, the annual lease payments received from Specifica for the Market Station Condominium will exceed the rent paid to the Lessor for the Marcy Lease. This Marcy Lease, and a lease of the Market Station Condominium to Specifica, are both scheduled for consideration by committees and the Governing Body simultaneously.

After an exhaustive search of both City owned properties, and other available lease properties, to relocate approximately 30 City staff, the Lessor’s offices at Marcy Plaza I, located at 123 E. Marcy Street, Suite 205, and Marcy Plaza II, located at 119 E. Marcy Street, Suite 101 (the “Building”) was deemed the most suitable site. The location is close to City Hall, the Santa Fe Community Convention Center and Convention Center parking garage. Unlike the other locations considered, the Building is virtually “move-in ready” and will not require tenant improvements.

**ACTION REQUESTED:** The Office of Economic Development respectfully requests approval and execution of the attached Lease Agreement between Marcy Ventures, LLC and the City of Santa Fe.

**ATTACHMENTS:**

Lease Agreement

Fiscal Impact Report

Summary of Contracts

Procurement Checklist

**LEASE AGREEMENT**

This Lease Agreement is entered into by and between Marcy Ventures, LLC, a New Mexico limited liability company, (the "Lessor") and the City of Santa Fe, a charter municipality, (the "Lessee").

In consideration of the rents and covenants hereinafter set forth, Lessor hereby leases and demises to Lessee, and Lessee hereby leases and takes from Lessor, the Premises hereinafter described on the terms and conditions set forth in this Lease Agreement, hereinafter called "Lease."

**BASIC LEASE PROVISIONS**

The words and figures set forth in Paragraphs A to P, inclusive, are part of this Lease wherever appropriate reference is made thereto, unless they are expressly modified elsewhere in this Lease.

- A. Lessor: **MARCY VENTURES, L.L.C.**
- B. Lessee: **CITY OF SANTA FE**
- C. Building: Marcy Plaza I, located at 123 E. Marcy Street, Suite 205, Santa Fe, New Mexico and Marcy Plaza II, located at 119 E. Marcy Street, Suite 101, Santa Fe, New Mexico (the "Building").
- D. Premises: Suite 205, 123 East Marcy Street and Suite 101, 119 East Marcy Street (together the "Premises"). Suite 205 is deemed to consist of Two Thousand Nine Hundred Eighty-six (2,986) rentable square feet. Suite 101 is deemed to consist of Two Thousand Seven Hundred Seven (2,707) rentable square feet. The total rentable square footage of Suite 205 and Suite 101 is deemed to be Five Thousand Six Hundred Ninety-three (5,693) rentable square feet. The square footage includable in the Premises shall be the "Leasable Area" and includes Lessee's pro-rata share of the central core of the Building, the elevator vestibule, restrooms, janitorial closets, utility rooms, and any other common areas. The Leasable Area of Suite 205 shall be deemed to be Three Thousand Five Hundred Twelve (3,512) leasable square feet. The Leasable Area of Suite 101 shall be deemed to be Three Thousand Three Hundred Eighty-three (3,383) leasable square feet. The total Leasable square footage of Suite 205 and Suite 101 combined is deemed to be Six Thousand Eight Hundred Ninety-five (6,895) Leasable square feet. Suite 205 and Suite 101 are as shown on the space plan attached as Exhibit A.
- E. Permitted Use of Premises: General Office Use
- F. Period of Term: March 9, 2023 through March 8, 2028

G. Lease Commencement Date: March 9, 2023

H. Rent Commencement Date: March 9, 2023

I. Termination Date: March 8, 2028

J. Lease Rent shall consist of:

1. Base Rental: \$28.00 per square foot per year for the "Leasable Area" of office area subject to adjustment as set forth in subparagraph J.4. below.

2. Direct Costs: For the "Leasable Area" of office area subject to adjustment as set forth under Article 6.

3. Rent Calculation: The Base Rent of \$28.00 plus the Direct Costs subject to adjustment as provided above. Monthly Base Rent for the Premises shall initially total Sixteen Thousand Eighty-eight and 33/100 Dollars (\$16,088.33) per month, and shall be adjusted to cover increases in Direct Costs and in Base Rental as provided herein.

4. The Base Rental of \$28.00 per square foot per year shall be subject to increase as of January 1, 2024, and annually on each January 1<sup>st</sup> thereafter, by Three and One Half (3.5%) Percent.

K. Security Deposit: \$ 00.00

L. Lessor's Address for Notices: Marcy Ventures, L.L.C.  
P.O. Box 1477  
Santa Fe, New Mexico 87504-1477

M. Lessee's Address for Notices: City of Santa Fe  
Attn. City Manager  
P.O. Box 909  
Santa Fe, New Mexico 87504

With a copy to: City of Santa Fe  
Attn. Asset Development Manager  
P.O. Box 909  
Santa Fe, NM 87504

N. Exhibits: The following Exhibits are attached hereto and made a part hereof:  
Floor Plan - Exhibit "A"  
Rules and Regulations - Exhibit "B"  
Lessor Improvements – Exhibit "C"

O. Broker: Oberstein Properties, Inc.

P. Miscellaneous:

- (1) Option to Extend, per Article 3
- (2) Security Deposit, per Article 7
- (3) Parking, per Article 9

## ARTICLE 1. PREMISES

A. Subject to the terms and conditions hereof, Lessor hereby leases and demises to Lessee, and Lessee hereby leases and takes from Lessor, those certain premises (the "Premises") described in Paragraph D of the Basic Lease Provisions, which are located in the Building (as defined in the Basic Lease Provisions). The location of the Premises in the Building is shown on the floor plan attached hereto as **Exhibit "A"** (it being understood, however, that such floor plan does not constitute a representation of the measurements of the Premises). The square footage includable in the Premises shall be "Leasable Area" and includes Lessee's pro-rata share of the central core of the Building, the elevator vestibule, restrooms, janitorial closets, utility rooms, and any other common areas. The parties agree that they have each had the opportunity to verify the measurement of Premises "Leasable Area" and waive any errors therein.

B. By taking possession of the Premises, Lessee accepts the improvements in the condition as agreed between Lessor and Lessee and waives any right or claim against Lessor arising out of the condition of the Premises, including the improvements thereon, the appurtenances thereto, and the equipment thereof, except defects in workmanship and/or materials which are noted on any written notice given to Lessor within five (5) days after the Commencement Date.

C. The Lease is subject to the terms, covenants and conditions herein set forth, and Lessee covenants, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions by it to be kept and performed.

## ARTICLE 2. TERM

As used in this Lease, the words set forth in quotes below shall have the meanings indicated as follows:

A. "Commencement Date": The date upon which it is presently estimated that the Premises will be ready for Lessee's use pursuant to this Lease, as set forth in Paragraph G of the Basic Lease Provisions.

B. "Commencement Date": The date upon which Lessee takes possession of the whole or any part of the Premises for occupancy pursuant to this Lease.

C. "Term": The number of years and months set forth in Paragraph F of the Basic Lease provisions from and after the Commencement Date.

If the Commencement Date is known upon the execution hereof and agreed between the parties, such date and the Termination Date are as shown in Paragraph I of the Basic Lease Provisions. If the Commencement Date is not known upon the execution hereof, then upon Lessor's determination of the Commencement Date, the Term shall commence and the parties shall execute a supplement in such form as shall be required by Lessor stating the Commencement Date and the Termination Date, which dates shall also be made a part of the Basic Lease Provisions.

### **ARTICLE 3. OPTION TO EXTEND TERM**

Lessee shall have the option to extend the term of this Lease for One (1) Five (5) Year period on the same terms and conditions upon written notification by Lessee at least one hundred eighty (180) days prior to the expiration of the initial term that it intends to exercise the ensuing option. This option may only be exercised if Lessee is not in default hereunder either at the time of giving notice of exercise or at the expiration of the initial term.

### **ARTICLE 4. CONDITION OF PREMISES**

Lessee has accepted the premises in "as is" condition, with the stipulation that Lessor will complete leasehold improvements as defined in **Exhibit "C"**, attached hereto. Lessee also covenants and agrees not to permit any person on the Premises to destroy, deface, damage, impair or remove any part of the structure or the facilities, equipment, or appurtenances, nor shall Lessee do any such thing. Lessee shall upon the expiration or sooner termination of the term hereof, unless Lessor demands otherwise, surrender the Premises to Lessor and all repairs, changes, alterations, additions, and improvements thereto in the same condition as when received or when first installed, except for ordinary wear and tear.

### **ARTICLE 5. RENT**

A. Commencing on the Rent Commencement Date set forth in Paragraph H of the Basic Lease Provisions, Lessee shall pay to Lessor the Lease Rent for the Premises in the amount set forth in Paragraph J of the Basic Lease Provisions. Said Lease Rent shall be paid in monthly installments in advance on or before the first day of each and every calendar month during the term hereof in the amount per month set forth in Paragraph J of the Basic Lease Provisions.

B. Lease Rent shall be paid to Lessor without reduction or setoff, in lawful money of the United States of America, to Lessor or its agent, at the address set forth in Paragraph L of the Basic Lease Provisions, or to such other person or at such other place as Lessor may from time to time designate in writing.

### **ARTICLE 6. RENT ADJUSTMENT**

A. As used herein, the following terms shall have the following meanings:

(1). "Base Rental" shall be that annual rental rate charged to Lessee exclusive of all

Direct Costs of operating the Building as shown as the amount set forth in subparagraph J.1. of the Basic Lease Provisions.

(2). "Direct Costs" shall mean and include (1) those expenses paid or incurred by the Lessor for maintaining, operating and repairing the Building and the personal property used in conjunction therewith, including the cost of utilities, supplies, insurance premiums and insurance deductibles, costs of services of independent contractors, the cost of compensation (including employment taxes, similar governmental charges, and fringe benefits) of all persons who perform duties in connection with the operation, maintenance and repair of the Building, its equipment and the land upon which it is situated, the common areas and automobile parking areas (as hereinafter defined), management fees, and accounting expenses; and (2) all real property and personal property taxes, charges and assessments which are levied or assessed upon or with respect to the Building and the land upon which it is situated, and any improvements, fixtures and equipment and all other property of Lessor, real or personal, located in or about the Building and used in connection with the operation of the Building and land upon which it is situated and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes. Direct Costs which are incurred for the Marcy Plaza Office Complex as a whole and cannot be specifically allocated to either office building shall be divided equally between the two office buildings. For the purposes of this office building Lease, common areas are defined as all interior and exterior areas provided by Lessor for the common or joint use and benefit of the occupants of Marcy Plaza Office Complex, their employees, agents, customers, and other invitees, including but not limited to automobile parking areas (as hereinafter defined), public restroom facilities, exterior landscaping, atrium courtyard and building entry ways.

(3) "Automobile Parking Areas" in use for Marcy Plaza I and II shall be considered to be fifty percent (50%) of the adjoining parking structure, allocated equally between the two office buildings. Therefore, only twenty-five percent (25%) of the operating expenses attributable to the parking structure will be considered when computing Direct Costs as set forth above.

(4). An "Operating Year" shall begin on the first day of January of each calendar year of the term and end on the last day of December of each calendar year.

(5). "Lessee's Share" in any Operating Year shall be the ratio of the total number of square feet of "Leasable Area" in the Premises to the total number of square feet of "Leasable Area" in the Building. It is agreed that Lessee shall pay, as additional rent, its pro rata share of any increase in Building Direct Costs over the Base Year Building Direct Costs, within thirty (30) days of billing. For purposes of calculating any such increases, the "Base Year Building Direct Costs" will be the actual Building Direct Costs for the calendar year January 1, through December 31, 2023 (the "Base Year"), using an assumption that the building is 95% occupied for the entire Base Year.

B. The rent payable during each Operating Year of the term hereof, shall be adjusted as follows:

(1) On or before ninety (90) days after the end of the Operating Year, beginning with Operating Year 2024, Lessor shall provide to Lessee a written statement itemizing the actual Direct Costs of operating the Building setting down the amount, if any, that Lessee's Share of Direct Costs exceeds the Base Year Building Direct Costs. Upon receipt of the statement for the prior Operating Year, Lessee shall pay in full the total amount of increase due for the prior year.

(2) Lessee's Share of Direct Costs pursuant to this Article shall be deemed additional rent payable by Lessee hereunder, and in the event of nonpayment thereof, Lessor shall have all of the same rights with respect to such nonpayment as it has with respect to any other nonpayment of rent hereunder.

C. Notwithstanding anything herein to the contrary, if Lessor should fail to give the above notices and/or statements within the time specified, such failure shall not constitute a waiver by Lessor of its rights to require increases in Direct Costs as specified herein.

D. Commencing January 1, 2024, the Base Rent for the Premises shall be increased as set forth in subparagraph J.4. of the Basic Lease Provisions.

#### **ARTICLE 7. SECURITY DEPOSIT**

**Reserved**

#### **ARTICLE 8. USE RESTRICTIONS**

The Premises shall be occupied and used by Lessee solely for the purpose of conducting therein the business stated in Paragraph E of the Basic Lease Provisions and for no other purpose without the prior written consent of Lessor and in accordance with the Rules and Regulations of the Building, a copy of which is attached as **Exhibit "B"**.

#### **ARTICLE 9. PARKING & COMMON AREAS**

A. Subject to Paragraph B of this Article 9, Lessee shall have the right to use in common with other tenants or occupants of the Building, the parking facilities of the Building, if any, subject to the monthly rates, rules, and regulations, and any other charges of Lessor for such parking facilities which may be established or altered by Lessor at any time or from time to time during the term hereof. Any reasonable security or other controls over the parking facilities imposed by Lessor shall be complied with by Lessee.

B. Lessee shall have allocated Seventeen (17) monthly unreserved spaces in such parking facilities at no additional cost to Lessee. Lessor represents that there shall be adequate parking for Lessee's visitors and employees, except in the event of extraordinary circumstances increasing demand or restricting availability of the parking facilities. There will be no free parking for Lessee's visitors, customers or employees. Lessee may purchase validation stamps/stickers from Lessor at the rates established by Lessor. Lessee shall be issued Seventeen (17) electronic

access parking cards for the entry gate to the parking facilities. Lessee shall pay a Fifty and 00/100 Dollars (\$50.00) replacement fee for any lost or damaged electronic access cars.

C. Lessee shall have the right to use in common with other lessees and visitors such common areas, including but not limited to, pedestrian sidewalks and ramps, access and egress roads, open and enclosed courts and covered portals, landscaped and planted areas and other facilities, as Lessor in its sole discretion shall deem appropriate. Lessor shall operate, manage, equip, light, repair and maintain said common areas for their intended purposes in such manner as Lessor, in its sole discretion, shall determine, and Lessor reserves the right to change from time to time the size, location, nature and use of any common area, to lease any portion thereof and to make additional installations therein and to move and remove the same, and Lessor shall not be subject to liability therefor nor shall Lessee be entitled to any compensation, or diminution or abatement of rent, nor shall any such action be deemed an actual or constructive eviction of Lessee.

#### **ARTICLE 10. COMPLIANCE WITH LAWS**

Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated.

#### **ARTICLE 11. ALTERATIONS, FURNITURE & FIXTURES**

A. Lessee shall not make or suffer to be made any material alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Lessor, and any alterations, additions, or improvements to or of the Premises, except movable furniture, trade fixtures, and equipment, shall at once belong to Lessor. In the event Lessor consents to the making of any alteration, addition, or improvement to or of the Premises by Lessee, the same shall be made at Lessee's sole cost and expense. The plans and specifications for such alteration, addition, or improvement must first be approved in writing by Lessor. Lessor may require assurances such as lien waivers, bonds and insurance for such work. Before any construction, alteration or repair is made to the Premises, Lessee shall first give Lessor notice in writing thereof not less than five (5) days prior to the commencement thereof. Lessor may post a notice in writing to the effect that Lessor will not be responsible for such construction, alteration or repair to the Premises in some conspicuous place on the Premises.

B. At any time or times while this Lease is in effect and while Lessee is not in default hereunder, and at any time at or before the expiration or termination of this Lease, if Lessee is not in default at the time of such expiration or termination, Lessee shall have the right to remove all movable furniture, trade fixtures, and equipment located on the Premises which belong to Lessee, upon the condition, however, that Lessee repair at its expense any damage caused to the Premises by such removal.

C. If Lessee fails to remove any of its trade fixtures, movable furniture, equipment or other personal property at or before the expiration or termination of this Lease, the Lessor may, at

its sole option (1) treat Lessee as a holdover, in which event the provisions of Article 16 of this Lease shall apply; (2) deem any or all of such items abandoned and the sole property of Lessor; or (3) remove any or all of such items and dispose of same in any manner or store same for Lessee, in which event the expense of such disposition or storage shall be borne by Lessee and shall be immediately due and payable.

#### **ARTICLE 12. LIENS**

Lessee shall keep the Premises free from any mechanic's or materialman's lien or any other lien of a similar nature placed upon the Premises by reason of or in connection with any repairs, additions, alterations, or improvements made to or performed on the Premises. Lessee shall have the right to contest the correctness or the validity of any such lien.

#### **ARTICLE 13. ASSIGNMENTS AND SUBLETTING**

A. Lessee may transfer or assign this Lease, or any right or interest hereunder, or sublet the Premises or any part thereof, only with the prior written consent and approval of Lessor, which consent shall not be unreasonably withheld. The assignee or sublessee shall assume all obligations of Lessee pertaining to the Premises or portion of the Premises to be taken, and a copy of such assumption document shall be delivered to Lessor immediately. No assignment or sublease shall release the obligations and liability of Lessee and all other persons liable hereunder. Reasonable grounds for denial of consent may include such factors as tenant mix, anticipated usage, and financial condition or status of sub-tenant or assignee.

B. If Lessee proposes to assign this Lease, it shall notify Lessor in writing of the assignee and terms of such proposed assignment, and Lessor may, at its option, upon written notice to Lessee within ten (10) days of such proposal by Lessee, elect to recapture the Premises and terminate this Lease. If Lessee proposes to sublease all or part of the Premises, it shall notify Lessor in writing of the sublessee and terms of such proposed sublease and Lessor may, at its option exercised by written notice to Lessee within ten (10) days of such proposal by Lessee, elect to recapture such portion of the Premises as Lessee proposes to sublease. Upon any recapture election by Lessor, this Lease shall terminate as to the portion of the Premises recaptured; and in the event a portion only of the Premises is recaptured, the rental payable under this Lease shall be proportionately reduced. If Lessor does not elect to recapture pursuant to this paragraph, Lessee may thereafter enter into a valid assignment or sublease with respect to the Premises and provided that (1) such assignment or sublease is executed within ninety (90) days after notification to Lessor of such proposal; and (2) the rental therefor is not less than the stated in such notification.

#### **ARTICLE 14. SERVICES AND UTILITIES**

A. Lessor agrees to furnish to the Premises during reasonable business hours and days determined by Lessor and subject to the rules and regulations of the Building, water and electricity suitable for the intended use of the Premises, heat and air conditioning required in Lessor's judgment for the comfortable use and occupation of the Premises and five (5) days-a-week

janitorial services, all at least equivalent to that generally provided to tenants in first class office space in Santa Fe, New Mexico. Lessor shall also maintain the common areas, plumbing, air conditioning, and electrical systems in the building. Lessor shall not be liable for, and Lessee shall not be entitled to, any reduction of rental by reason of Lessor's failure to furnish any of the foregoing when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of Lessor. Lessor shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to furnishing or failure to furnish any of the foregoing.

B. If Lessee shall require water or electric current in excess of that usually furnished or supplied for use of the Premises as general office space, Lessee shall first procure the consent of Lessor that use of the Premises, and Lessor may cause a water meter, or natural gas meter or electric current meter to be installed so as to measure the amount of water, gas and electric current consumed for any such other use. The cost of such meter including the installation, maintenance and repair thereof shall be paid for by Lessee, and Lessee agrees to pay Lessor promptly upon demand for all such water, electric current and natural gas consumed as shown by said meters at the rate charged for such services by the entity furnishing same, plus any additional expense incurred in keeping account of the water and electric current so consumed.

#### **ARTICLE 15. TAXES**

Lessee shall be liable for all taxes levied against personal property, leasehold improvements, and trade fixtures placed by Lessee in, on, or about the Premises after the Commencement Date of this Lease; and if any such taxes are levied against Lessor, or Lessor's property, or if the assessed value of the Building is increased by the inclusion therein of value placed on such property and Lessor pays any such taxes (which Lessor shall have the right to do regardless of the validity thereof), Lessee, upon demand, shall repay to Lessor the taxes so paid by Lessor or the proportion of such taxes so paid by Lessor, or the proportion of such taxes resulting from such increase in any assessment, as additional rent hereunder.

#### **ARTICLE 16. HOLDING OVER**

If, with Lessor's written consent, Lessee holds possession of the Premises after the term of this Lease, Lessee shall become a tenant from month to month upon the terms herein specified but at a monthly rental equivalent to One Hundred Twenty (120%) Percent of the rental paid by Lessee at the expiration of the term of this Lease, payable in advance on or before the first day of each month. Lessee shall continue in possession until such tenancy shall be terminated by written notice, from either party to the other, at least one (1) month prior to the date of termination of such monthly tenancy of its intention to terminate such tenancy. All provisions of this Lease, except those pertaining to the lease term, and any Riders hereto, shall remain in effect during the month-to-month tenancy.

### **ARTICLE 17. ENTRY BY LESSOR**

Lessor reserves and shall at reasonable times have the right to enter the Premises to inspect same, to determine whether Lessee is complying with its obligations hereunder, to supply janitorial service and any service to be provided by Lessor to Lessee hereunder, to exhibit the Premises to prospective purchasers, lenders, or tenants, to post notices of non-responsibility, and to alter, improve, or repair the Premises and any portion of the Building. If any such alterations, improvements, or repairs shall take over ten (10) days to complete, the rent shall be abated in proportion to the part of the Premises which is unusable by Lessee in the conduct of its business. If any alterations, improvements, or redecorations are done for the convenience of the Lessee, or at its request, there shall be no abatement of rent. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy, or quiet enjoyment of the Premises, and any other loss occasioned thereby.

### **ARTICLE 18. LATE CHARGES**

Lessee hereby acknowledges that late payment by Lessee to Lessor of rent or other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by terms of a mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or of a sum due from Lessee shall not be received by Lessor or Lessor's designee within seven (7) days of the date when it is due, then Lessee shall automatically and without demand pay to Lessor a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the rights and remedies granted hereunder.

### **ARTICLE 19.**

Reserved

### **ARTICLE 20. DEFAULT**

Default pursuant to this Agreement shall be defined as (a) failure to pay rent within seven (7) days after written notice is given by Lessor to Lessee of nonpayment; or (b) failure of Lessee to comply with any other covenant or agreement contained in this Lease within fifteen (15) days after written notice of the breach is given by Lessor to Lessee. If Lessee believes Lessor is in default, Lessee shall send Lessor written notice and Lessor shall have not less than ten (10) days to cure the default. If the default cannot be reasonably cured within the time given, the party shall not be in default of this Lease if said party commences to cure the default within the given period and diligently and in good faith continues to cure the default.

## ARTICLE 21. REMEDIES

A. In addition to all other rights or remedies it might have in the event of any breach of this Lease by Lessee, Lessor shall have the option to do any one or more of the following with a 30-day prior written notice and demand:

(1) Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail so to do, Lessor may enter upon and take possession of the Premises.

(2) Enter upon and take possession of the Premises without terminating the obligations of Lessee, and Lessor may re-let the Premises and receive the rent therefor

(3) Accelerate Lessee's obligations to pay all sums hereunder and declare all of such sums immediately due and payable.

B. Unpaid installments of rent or other sums, including accelerated future sums, shall bear interest from the date due at the rate of Fifteen percent (15%) per annum.

## ARTICLE 22. CASUALTY DAMAGE

A. If the Premises or the Building are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Lessor, provided such repairs can be made within ninety (90) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent and any adjustments thereto shall be abated in proportion to the area of the Premises which is unusable by Lessee in the conduct of its business. There shall be no abatement of rent or adjustments thereto, by reason of any portion of the Premises being unusable for a period equal to three (3) business days or less.

B. If such repairs cannot be made within ninety (90) days, then either party may, by written notice to the other, cancel this Lease as of the date of the occurrence of such damage. A total destruction of the Building shall automatically terminate this Lease.

C. Upon termination of the Lease under any of the provisions of this Article, the parties shall be released co-incident with the surrender of possession of the Premises to the Lessor, without further obligation to the other, except for items which have theretofore accrued and are then unpaid.

## ARTICLE 23. EMINENT DOMAIN

In the event that the whole of the Premises shall be taken under the power of eminent domain, or by conveyance in lieu thereof, this Lease shall automatically terminate on the earlier of the date title vests in the condemning authority or the date possession of the Premises is taken by such authority. Said date shall be termed the Date of Taking. In the event only a portion of the

Premises is taken or conveyed in lieu thereof, this Lease shall remain in effect, except that Lessee can elect to terminate this Lease if the remaining portion of the Premises is rendered unsuitable for Lessee's continued use of the Premises. If Lessee elects to terminate this Lease, Lessee must exercise its right to terminate pursuant to this paragraph by giving notice to Lessor within thirty (30) days after the nature and extent of the taking have been finally determined. If Lessee elects to terminate this Lease as provided in this Article, Lessee shall notify Lessor of the date of termination, which date shall not be less than thirty (30) days prior to the termination and shall not be later than ninety (90) days after Lessee has notified Lessor of its election to terminate; provided that this Lease shall terminate on the Date of Taking if the date of taking falls on a date before the termination as designated by Lessee. If Lessee does not terminate this Lease within the time allowed, this Lease shall continue in full force and effect, except that the rent shall be apportioned according to the area of the Premises remaining usable by Lessee. If a part of the Building or Premises shall be so condemned or taken, Lessor may, at its option, terminate this entire Lease by giving written notice of such termination to Lessee within sixty (60) days after title to the property vests in the condemning authority if substantial structural alterations or reconstruction of the Building shall, in the reasonable opinion of the Lessor, be necessary or appropriate as a result of such condemnation or taking (whether or not the demised Premises be affected). In the event only a part of the demised Premises shall be so condemned or taken, and this Lease and the term and the estate hereby granted are not terminated as hereinbefore provided, Lessor will, at its sole expense, restore with reasonable diligence the remaining structural portion of the Premises as nearly as practicable to the same condition as it was prior to such condemnation or taking. In the event of termination in any of the circumstances hereinabove provided, this Lease and the term and estate hereby granted shall expire as of the date of such termination with the same effect as if it were the date originally established for the expiration of the term of the Lease, and the rent hereunder shall be apportioned as of such date. All payments made by the condemning authority will be paid to Lessor and Lessee hereby assigns to Lessor any claim for compensation, provided that Lessee shall receive from any such payment a sum attributable to any tenant improvements or alterations made by Lessee in accordance with this Lease.

#### **ARTICLE 24. TRANSFER OF LESSOR'S INTEREST**

In the event of any transfer of Lessor's interest in the Premises or in the Building, other than a transfer for security purposes only, and upon the Lessee receiving a written agreement requiring Lessor's successor to assume Lessor's obligations hereunder, the Lessor shall be automatically relieved of any and all obligations and liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee agrees to attorn to the transferee, upon the condition that the transferee recognize Lessee's possession of the Premises under the Lease.

#### **ARTICLE 25. BROKER**

The parties recognize as the broker who negotiated this Lease the firm whose name is stated in Paragraph O of the Basic Lease Provisions and agree that Lessor shall be solely responsible for the payment of brokerage commissions to said broker and that Lessee shall have no responsibility therefor unless written provision to the contrary has been made a part of this Lease. If either party

has dealt with any other person or real estate broker in respect to leasing or renting space in the Building, that party shall be solely responsible for the payment of any fees due said person or firm, and that party shall hold the other party harmless against any liability in respect thereto.

#### **ARTICLE 26. WAIVER**

The waiver by Lessor or Lessee of any particular application of any term, covenant, or condition herein contained, or of any breach, shall not be deemed to be a general waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

#### **ARTICLE 27. RIGHTS OF LESSOR**

Lessor shall have the right to change the name, number, or designation of the Building without notice or liability to Lessee.

#### **ARTICLE 28. ESTOPPEL CERTIFICATE**

A. Lessee shall at any time and from time to time upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge, and deliver to Lessor a statement in writing certifying that (1) this Lease is unmodified and in full force and effect (or, if modified, is in full force and effect); (2) the dates to which the rental and other charges are paid in advance, if any; (3) there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed, and (4) such other matters and assurances as may reasonably be requested. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building.

B. Lessee's failure to deliver such statement within such time shall be deemed to be a conclusive statement by Lessee that (1) this Lease is in full force and effect without modification except as may be represented by Lessor; (2) there are not any uncured defaults in Lessor's performance; and (3) not more than one month's rental has been paid in advance; and (4) other matters and assurances are as specified in the requested written statement.

#### **ARTICLE 29. NOTICES**

A. Whenever either party shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to the Premises, each such notice, demand, request or other communication shall be in writing and shall not be effective for any purpose unless the same shall be given or served as follows:

- (1). By delivering a copy thereof to Lessee at the Premises and by mailing the same to

Lessee by United States certified mail, postage prepaid, return receipt requested, addressed to Lessee at the address set forth in Paragraph M of the Basic Lease Provisions or at such other address as Lessee may from time to time designate by notice given in accordance with this Article.

(2). By mailing the same to Lessor by United States registered or certified mail, postage prepaid, return receipt requested, addressed at the address set forth in Paragraph L of the Basic Lease Provisions or at such other address or addresses as Lessor may from time to time designate by notice given in accordance with this Article.

B. Every notice, demand, request, or other communication hereunder shall be deemed to have been given or received as of the date of actual delivery, but not later than the third business day following the date of such mailing.

### **ARTICLE 30. ABANDONMENT**

Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law or otherwise, such shall be a breach of this Lease. Any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned at the option of Lessor and become the property of Lessor. Abandonment shall mean the failure to occupy the Premises for five (5) consecutive days, not including closing the office for vacations and holidays.

### **ARTICLE 31. INVALIDITY**

The parties hereto agree and state that the terms and provisions of this Lease are the result of detailed negotiation and are the best efforts of the parties to express the intent of the agreement as fully as possible; however, the invalidity or unenforceability of any term or provision hereof shall not affect or impair any other term or provision hereof.

### **ARTICLE 32. INTERPRETATION**

In all cases, the language in all parts of this Lease shall be construed simply, according to its fair meaning, and not strictly for or against Lessor or Lessee. This Lease shall be governed by the laws of the State of New Mexico.

### **ARTICLE 33. DEFINED TERMS AND CAPTIONS**

The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. The titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

### **ARTICLE 34. AMENDMENTS**

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. However, nothing herein is intended to waive, supersede or excuse any obligation, right or breach accrued under any pre-existing lease between the parties. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

### **ARTICLE 35. TIME**

Time is of the essence of this Lease and each and every provision hereof. For any time period seven days and under, business days shall be use and for any time period over seven days calendar days shall be use.

### **ARTICLE 36. SUCCESSORS AND ASSIGNS**

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the successors and permitted assigns of the parties hereto.

### **ARTICLE 37. INSURANCE**

A. Lessee shall, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Premises, the common areas of the Building used by Lessee, its invitees and licensees, and the business operated by Lessee and any subtenants of Lessee in the Premises in which the limits of public liability shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy shall name Lessor as Additional Insured, and shall contain a clause that the insurer will not cancel Lessee's insurance without first giving the Lessor thirty (30) days prior written notice. The insurance shall be with an insurance company and in a form approved by Lessor, and a copy of the policy or a certificate of insurance shall be delivered to Lessor.

B. Lessee shall take out and maintain fire insurance covering all of Lessee's improvements and betterments, contents and furniture and fixtures in an amount equal to the full insurable value thereof.

C. Lessee shall be solely responsible for any damage or loss to Lessee's property, including but not limited to improvements, inventory, furniture, chattels, signs, contents, fixtures or personal property. Lessor shall only carry insurance covering the Building and shall not carry insurance covering Lessee's property or improvements.

D. Reserved

E. Each policy of insurance provided for in this Article 38. shall contain an express

waiver of any and all rights of subrogation thereunder whatsoever against Lessor, its officers, agents and employees. All such policies shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Lessor may carry. Any other provision contained in this Article 38. or elsewhere in this Lease notwithstanding, the amounts of all insurance required hereunder to be paid by Lessee shall be not less than an amount sufficient to prevent Lessor from becoming a co-insurer.

### **ARTICLE 38. CONSENT**

Wherever in this Lease the consent of either Lessor or Lessee is required, such consent shall not be unreasonably withheld or delayed. Regarding any matters contained within the terms of the lease agreement, City consent shall be provided by the City Manager, but any matters which change, amend, termination, or extend this agreement the Governing Body shall provide the consent.

### **ARTICLE 39. AUTHORITY OF PARTIES**

Each individual executing this Lease on behalf of Lessee represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of Lessee.

### **ARTICLE 40.**

Reserved

### **ARTICLE 41. MISCELLANEOUS**

A. SUBORDINATION AND ATTORNMENT. This Lease and all of Lessee's rights under this Lease are subordinate to the lien of any present or future mortgage or other loan security instrument, regardless of the mortgage execution or recording date. If any person initiates any proceeding to succeed to or succeeds to all or any portion of Lessor's interest in the Premises, whether by foreclosure, deed in lieu of foreclosure, power of sale or otherwise and if so requested by such person, Lessee shall attorn to such person.

B. LIABILITY OF LESSOR. Except as provided in the following sentence, Lessor, its agents, partners, shareholders, members, officers, directors and employees shall not be personally liable for any obligation or liability arising from this Lease. In the event of a judgment against Lessor, Lessee shall be limited in its recovery solely to the proceeds of any insurance carried by Lessor, and to the equity of the owner in the Building at the time of the alleged breach. Lessor shall maintain at Lessor's expense during the Term a comprehensive general liability insurance policy, including property damage, insuring Lessor against liability for injury to persons or property or the death of any person or persons occurring in, about or with respect to the Premises of at least \$1,000,000 combined coverage for bodily injury and property damage for each occurrence.

C. NO RECORDATION. Lessee shall not record this Lease, except as required

in the Office of the City Clerk.

D. ENVIRONMENTAL MATTERS. Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors or invitees.

This Lease Agreement shall be effective as of the later date executed by either Lessor or Lessee, as the case may be.

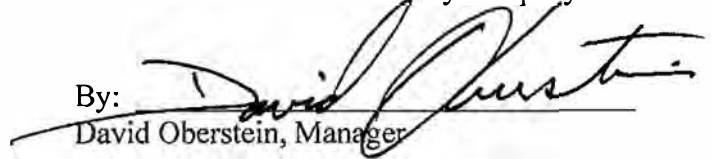
LESSEE:

LESSOR:

City of Santa Fe

MARCY Ventures, LLC,  
a New Mexico limited liability company

By: \_\_\_\_\_  
Alan M. Webber, Mayor

By:   
David Oberstein, Manager

Date: February \_\_\_\_\_, 2022

Date: January 11, 2023

ATTEST:

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

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Jan 12, 2023 08:35 MST)

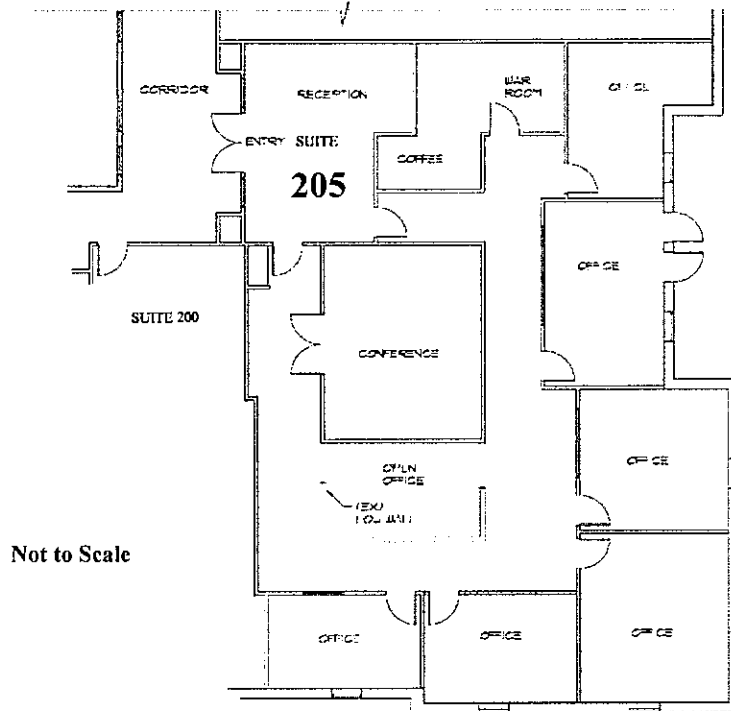
\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

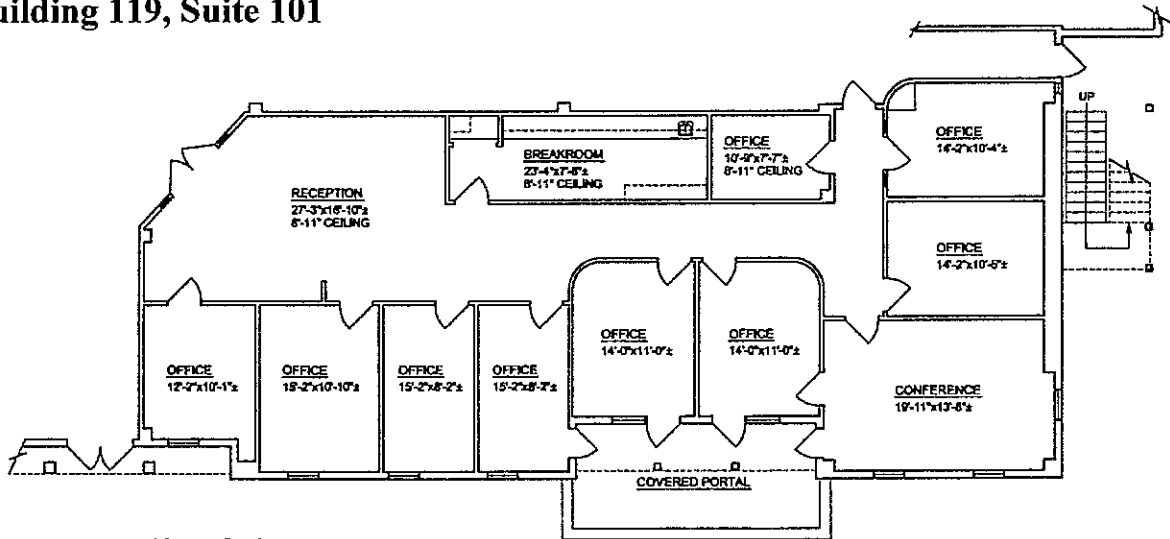
\_\_\_\_\_  
EMILY K. OSTER, FINANCE DIRECTOR

EXHIBIT A  
FLOOR PLAN

**Building 123, Suite 205**



**Building 119, Suite 101**



## **EXHIBIT "B"**

### **RULES AND REGULATIONS ATTACHED TO AND MADE A PART OF MARCY PLAZA OFFICE COMPLEX LEASE**

1. Lessee agrees to make a deposit, in amount fixed by Lessor from time to time, for each key issued by Lessor to Lessee for its offices, and upon termination of this Lease, to return all keys to Lessor. Lessor will refund the amount deposited on each key returned. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any Lessee, nor shall any changes be made in existing locks or the mechanism thereof.

2. Directories will be placed by Lessor, at its own expense, in conspicuous places in the Complex. No other directories or signage shall be permitted unless previously consented to by Lessor in writing.

3. Lessee will refer all contractors, contractor's representatives and installation technicians, rendering any service to Lessee, for Lessor's supervision, approval, and control before performance of any work. This provision shall apply to all work performed in the Building including installations of any nature affecting doors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

4. Movement in or out of Building of furniture or office equipment, or dispatch or receipt by Lessee of any merchandise or materials which requires use of elevators or stairways, or movement through Building entrances or lobby shall be restricted to hours designated by Lessor. All such movement shall be under supervision of Lessor and in the manner agreed between Lessee and Lessor by prearrangement before performance. Such prearrangement initiated by Lessee will include determination by Lessor and subject to its decision and control as to the time, method, and routing of movement and as to limitations imposed for safety or other concerns which may prohibit any article, equipment, or any other item from being brought into the Building. Lessee is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property, and personnel of Lessor if damaged or injured as a result of acts in connection with carrying out this service for Lessee from time of entering property to completion of work; and Lessor shall not be liable for acts of any person engaged in or any damage or loss to any of said property or persons resulting from any act in connection with such service performed by Lessee.

5. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the Building, except of such color, size and style and in such places, as shall be first approved in writing by Lessor. No nails, hooks or screws shall be driven or inserted in any part of the Building, except by the Building maintenance personnel, nor shall any part of the Building be defaced by Lessee. All signs will be contracted for by Lessor for Lessee at the rate fixed by Lessor from time to time, and Lessee will be billed and pay for such service accordingly.

6. No portion of the Premises or any other part of the Building shall at any time be used or occupied as sleeping or lodging quarters.

7. Lessee shall not place, install, or operate in the Premises or in any part of the Building, any engine or machinery, or maintain, use or keep any inflammable, explosive, or hazardous material or do anything that would raise Lessor's insurance expense or make insurance unavailable, without written consent of Lessor.

8. Lessor will not be responsible for lost or stolen personal property, equipment, money, or jewelry from Lessee's area or public rooms regardless of whether such loss occurs when the area is locked against entry or not.

9. No birds or animals shall be brought into or kept in or about the Building except assistance animals.

10. Lessor will not permit entrance to Lessee's offices by use of pass keys controlled by Lessor to any person at any time without written permission by Lessee, except employees, contractors, or service personnel directly supervised by Lessor.

11. The entries, passages, doors, elevators, elevator doors, hallways or stairways shall not be blocked or obstructed; no rubbish, litter, trash or material of any nature shall be placed, emptied or thrown into these areas, and such areas shall not be used at any time except for ingress or egress by Lessee, Lessee's agents, employees, or invitees to or from the Premises.

13. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Lessee, its employees, agents, visitors, or licensees shall be paid by Lessee, and Lessor shall not in any case be responsible therefor.

14. Lessee shall not do, or permit anything to be done in or about the Building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority.

15. The Lessor desires to maintain the highest standards of environmental comfort and convenience for Lessee. It will be appreciated if any undesirable conditions or lacks of courtesy or attention are reported directly to the management.

16. No bicycles or other vehicles of any kind shall be brought into, or kept in the Premises except in designated areas specified for parking of such vehicles. No cooking shall be done or permitted without Lessor's written consent. In the event Lessee requires the disposal of foodstuffs, edible matter, or any materials attractive to rats or other vermin, Lessee shall provide

at its sole cost and expense a rat proof receptacle for the disposal of such materials, and take active measures to control vermin. No Lessee shall cause or permit any unusual or objectionable odors to be produced, upon or permeate from the leased premises.

17. No Lessee shall make, or permit to be made, any unseemly or disturbing noises, or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unethical noise, whistling, singing, or in any other way.

18. Lessor shall have the right to make such other and further reasonable rules and regulations as in the judgement of Lessor, may from time to time be needful for the safety, appearance, care, and cleanliness of the Building and for the preservation of good order, and prevent violation of rules and regulations by other tenants.

## **EXHIBIT "C"**

### **LESSOR IMPROVEMENTS**

Lessee shall accept the Premises in its "AS-IS" condition, subject to completion of Lessor's Work (as defined herein). Lessor shall perform no improvements to the interior of the Premises except as provided herein. Any improvements to the Premises not provided herein, shall be at Lessee's sole cost and expense and shall require Lessor's prior written approval.

Lessor, at Lessor's sole expense, shall repaint the walls and office doors of the Premises using a maximum of two (2) colors, mutually acceptable to Lessee and Lessor.

Lessor, at Lessor's sole expense, shall have the carpets professionally cleaned in the Premises.

Lessee, at Lessee's sole expense, shall be responsible for all low voltage telephone and data wiring installation required for Lessee's use. The cost of all appliances required by Lessee shall be at Lessee's sole expense.

## FISCAL IMPACT REPORT

**General Information:**

(Check)      **Bill:** \_\_\_\_\_      **Resolution:** \_\_\_\_\_      **Other:** Lease \_\_\_\_\_

**Short Title(s):** Approval of a Lease Agreement Between Marcy Ventures, LLC, and the City of Santa Fe.

**Sponsor(s):** Mayor Alan Webber

**Reviewing Department(s):** Economic Development

**Staff Completing FIR:** Terry Lease, Asset Development Manager    **Date:** February 7, 2023    **Phone:** (505) 629-2206

**Reviewed by City Attorney:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Reviewed by Finance Director:** \_\_\_\_\_      **Date:** \_\_\_\_\_

**Summary:**

This lease will allow the City of Santa Fe to vacate its offices at 500 Market Street to make room for Specifica, LLC to expand its rapidly growing antibody engineering company. Specifica enjoys its current location and wishes to remain in Santa Fe and to expand. Specifica's laboratory and offices share a wall with the City's offices in Market Station making this the only location that will accommodate Specifica's expansion in Santa Fe.

**Departments Affected:**

Community Development Department (Office of Economic Development, Office of Affordable Housing), Community Health and Safety Department (Community Services Division, and Public Works Department

**Consequences of Not Enacting Legislation:**

If this Lease is not approved, City of Santa Fe will not have enough office space for its employees who are currently housed at 500 Market Street

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

None known

**Performance and Administrative Implications:**

The Facilities Division will need to remove all furniture from the Market Street Condo and relocate employees to Monica Roybal and a leased property.

**Fiscal Implications:**

This lease will result in the City needing to pay rent for at least 5 years and possibly 10 years

**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* | \$ _____     | \$ _____     | \$ _____     | _____             | _____                               | _____ | _____             |
| Capital Outlay          | \$600,000    | \$ _____     | \$ _____     | _____             | _____                               | _____ | _____             |
| Contractual/            | \$ _____     | \$ _____     | \$ _____     | _____             | _____                               | _____ | _____             |
| Professional Services   |              |              |              |                   |                                     |       |                   |
| Operating               | \$64,353.33  | \$196,438.55 | \$203,313.90 |                   |                                     | 212   | \$464,105.78      |
| Total:                  | \$664,353.33 | \$196,438.55 | \$203,313.90 |                   |                                     |       | \$1,064,105.78    |

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

**Expenditure Narrative:**

**FYE 23 = \$600,000.00 to move City Staff to new premises, \$64,353.33 for rent**

**Revenue**

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

**Revenue Narrative:**



# City of Santa Fe

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

### Section to be completed by department

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

Contractor: Marcy Ventures, LLC

Description: Lease Agreement between Marcy Ventures, LLC and City of Santa Fe

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 03/09/2023 Term End Date: 03/08/2028

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

**Contract / Lease:** Lease Agreement between Marcy Ventures, LLC and City of Santa Fe

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 lease between Marcy Ventures, LLC ("Lessor") and the City, if approved, will accommodate City staff that is being relocated from the Market Station Condominium as a result of a lease of that space to Specifica, LLC.

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

Feb 20, 2023  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: No Procurement. Lease only.

4. **Funding Source:** \_\_\_\_\_ **Org / Object:** 2122800/460350

Feb 16, 2023  
Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

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

Staff Contact who completed this form: Terry Lease, Asset Development Phone # 505-629-2206

Email: tjlease@santafenm.gov

### To be recorded by City Clerk:

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

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

ITT Representative (attesting that all information is reviewed)

Title

Date



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Marcy Ventures, LLC

Procurement Title: Lease Agreement Between Marcy Ventures, LLC and the City of Santa Fe

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

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

Department Requesting Economic Development Staff Name Terry Lease, Asset Dev Manager

### 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:

Terry Lease Asset Development Manager 02/07/2023

Department Rep Printed Name (attesting that all information included) Title Date  
 Contracts Supervisor Feb 20, 2023

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

ITT Representative (attesting that all information is reviewed) Title Date

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




# City of Santa Fe, New Mexico


## Memorandum



**Date:** January 4, 2023

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

**From:** Brian Moya, Fire Chief 

**Via:** Kyra Ochoa, Community Health and Safety Department Director 

**RE:** City Manager authority to close trails and open spaces due to fire conditions

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### **EXECUTIVE SUMMARY:**

The proposed bill creates a new Section 12-7 to authorize the City Manager to close trails and open spaces until the next regular governing body meeting for which it is possible to consider a resolution extending the closures, if fire conditions warrant the closures.

### **BACKGROUND:**

In the spring of 2022, fire conditions reached extreme levels that necessitated the closing of City trails and open spaces. The City did not have an established mechanism to effectively and quickly close trails and open spaces, other than through emergency proclamations and emergency orders. On May 28, 2022, the Mayor issued Proclamation of Emergency – Fire Risk and issued emergency orders that closed certain trails and open spaces for three days. Three days is the longest duration that emergency orders for non-pandemics may last without an extension of an emergency proclamation by the Governing Body. The Governing Body extended the proclamation for an additional seven days. A seven-day extension is the longest extension the City's Code contemplates, other than for pandemics. When the first proclamation expired, the Mayor issued another proclamation, which the Governing Body also extended. This process was burdensome and time consuming.

The bill creates a mechanism to administratively authorize necessary fire-related trail and open space closures, to enable the City to react to quickly changing conditions. In particular, the bill would allow the City Manager to close trails and open spaces, after consulting with the Fire Chief, Emergency Manager, and the Director of Community Health and Safety Department, to the extent possible. The closure could last only as long as necessary or until the next governing body meeting for which it is possible to include a resolution on the governing body agenda.

### **ATTACHMENTS:**

Bill  
Fiscal Impact Report

underscored material = new  
[bracketed material] = delete

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**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2023-7**

**INTRODUCED BY:**

Mayor Alan Webber

**A BILL**

**RELATING TO FIRE SAFETY; CREATING A NEW SECTION 12-7 SFCC 1987 TO ALLOW THE CITY MANAGER, IN CONSULTATION WITH THE FIRE CHIEF, EMERGENCY MANAGER, AND THE DIRECTOR OF THE COMMUNITY HEALTH AND SAFETY DEPARTMENT, TO CLOSE CERTAIN PUBLIC SPACES IF FIRE CONDITIONS REQUIRE SUCH CLOSURE TO PROTECT LIFE OR PROPERTY, AND TO PRESERVE PUBLIC PEACE AND SAFETY.**

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

**Section 1. [NEW MATERIAL] A new Section 12-7 of SFCC 1987 is hereby ordained to read:**

**12-7 RESTRICTIONS DURING VERY HIGH OR EXTREME FIRE RISK.**

**12-7.1 Purpose.**

The purpose of this section is to establish the authorities and processes to administratively restrict access to certain public trails and open spaces and to impose other fire-related restrictions when very high or extreme fire risk threatens life or property and to preserve public peace and

1 safety.

2 **12-7.2 Conditions.**

3 The city manager may impose fire-related restrictions pursuant to Section 12-7.3 when one  
4 or both of the following conditions occurs:

5 A. the United States forest service determines there exists a very high or extreme fire  
6 risk in and around the city of Santa Fe; or

7 B. the city of Santa Fe is considered to be in severe, extreme, or exceptional drought  
8 conditions as determined by the national weather service.

9 **12-7.3 Authority.**

10 In consultation with the fire chief, emergency manager, and the director of the community  
11 health and safety department to the extent possible, the city manager may take any of the following  
12 actions to mitigate fire risks:

13 A. close the portions of trails that begin, end, or cross through city property;

14 B. close open spaces to the extent that they lie on or partially on city property; and

15 C. impose restrictions on the use of cooking equipment on city property.

16 **12-7.4 Duration**

17 The actions described in Section 12-7.3 may continue as long as necessary but not longer  
18 than the next regular meeting of the governing body for which it is possible to include a resolution  
19 for emergency consideration and without prior introduction or committee review.

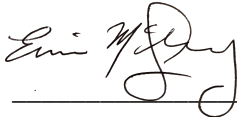
20 **12-7.5 Violations and penalties.**

21 Any person found to be in violation of a restriction imposed by the city manager or  
22 governing body pursuant to this Section shall be guilty of a penalty assessment misdemeanor in an  
23 amount not to exceed five hundred dollars (\$500.00).

24 PASSED, APPROVED, and ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

1 APPROVED AS TO FORM:

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4 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2023/Bills/Establishing Fire Restriction Authority*

## FISCAL IMPACT REPORT

**General Information:**

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


**Short Title(s):** Establishing Fire Restriction Authority

**Sponsor(s):** Mayor Webber

**Reviewing Department(s):** Community Health and Safety - Fire Department

**Staff Completing FIR:** Kyra Ochoa/Brian Moya <sup>KO</sup> <sup>BJM</sup> <sub>BJM</sub> **Date:** 11/14/22      **Phone:** 955-6603/955-3111

**Reviewed by City Attorney:**       **Date:** Jan 4, 2023

**Reviewed by Finance Director:**   
Emily K. Oster (Jan 5, 2023 12:08 MST)      **Date:** Jan 5, 2023

**Summary:**

The proposed bill creates a new Section 12-7 of City Code to provide the City Manager with the ability to restrict access to certain public spaces and impose other fire-related restrictions when very high or extreme fire conditions exist. Prior to implementing a closure, the City Manager must consult with the Fire Chief, Emergency Manager, and Director of the Community Health and Safety Department, to the extent possible. The bill authorizes the City Manager to close the trails for the length of time the risk exists and only until the next Governing Body meeting for which it is possible to consider a resolution extending the closures.

**Departments Affected:**

Community Health and Safety Department (Fire Department, Emergency Management), City Manager, Governing Body, Mayor

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City will not have a mechanism other than emergency proclamations and orders for reacting quickly to changing fire conditions and imposing necessary restrictions when required.

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

None identified.

**Performance and Administrative Implications:**

The bill proposes a more streamlined mechanism for imposing trail and open space closures that will not require special or emergency meetings of the governing body.

**Fiscal Implications:**

None identified.

**Fiscal Impact**

  X   Check here if no fiscal impact

**Expenditures**

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

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**Revenue**

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

**Revenue Narrative:**

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**Signature:** *Brian J Moya*  
Brian J Moya (Jan 4, 2023 13:31 MST)

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

**Signature:** *Kyra Ochoa*  
Kyra Ochoa (Jan 4, 2023 13:57 MST)

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



# City of Santa Fe, New Mexico

## Memorandum



**Date:** January 5, 2023

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

**From:** Bernadette Salazar, Human Resources Department Director <sup>BJS</sup><sub>BJS</sub>

**RE:** Bill Authorizing Staff for Governing Body Members

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### **EXECUTIVE SUMMARY:**

The proposed bill amends Sections 2-1.9, 2-4.6, and 19-4.1 of SFCC 1987 to authorize the members of the Governing Body to employ and remove dedicated staff members.

### **BACKGROUND:**

The work of Governing Body members has long been considered to be part-time, though this idea does not exist anywhere in Santa Fe City Code. Members of the Governing Body have also never had dedicated staff members to assist in fulfilling the duties of their elected positions. The proposed bill would no longer prohibit Governing Body members from employing and removing dedicated staff members that would work directly for the members. The actual filling of the positions would depend on funding for said positions being included in the annual budget, meaning the earliest any positions would be filled is in FYE24.

### **ATTACHMENTS:**

Bill  
Fiscal Impact Report

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**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2023-5**

**INTRODUCED BY:**

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

Councilor Renee Villarreal

**A BILL**

**AMENDING SECTIONS 2-1.9, 2-4.6, AND 19-4.1 SFCC 1987, TO AUTHORIZE GOVERNING BODY MEMBERS TO EMPLOY STAFF WHEN FUNDS ARE BUDGETED FOR THAT PURPOSE AND ALIGNING THOSE SECTIONS WITH THE CITY OF SANTA FE CHARTER.**

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

**Section 1. Section 2-1.9 of SFCC 1987 (being Ord. No. 1972-3, § 3, as amended)**

**is amended to read:**

**2-1.9 Restrictions on governing body; administration of personnel system.**

The governing body, in accordance with Section 3-12-2 NMSA 1978, shall neither perform, collectively nor individually, any executive function in the administration of the personnel system except as authorized by law and the City Personnel Act. Such executive functions of the governing body are set forth as follows:

- A. To ~~employ~~consent to the appointment of and remove the city manager as provided in Article VIII of the Santa Fe Municipal Charter;

1            B. To employ and remove staff members whose salaries and benefits are budgeted  
2 to directly support the work of individual members of the governing body;

3            [~~B~~]C. To make collective recommendations to the city manager on general personnel  
4 policies;

5            [~~E~~]D. To approve rules and regulations to implement the City Personnel Act;

6            [~~D~~]E. To approve by a majority vote of the governing body any proposed  
7 reorganization of city government which either creates or abolishes a department.

8            **Section 2. Section 2-4.6 of SFCC 1987 (being Ord. No. 1954-3, § 3, as amended)**  
9 **is amended to read:**

10            **2-4.6 Powers and duties of the city manager.**

11            The city manager shall:

12            A. Be the chief administrator officer of the city, and be the contracting officer of the  
13 city, with the approval of the governing body. The city manager shall enter into or terminate the  
14 following types of contracts or agreements only with the express approval of the governing body.  
15 This does not change the city manager's authority already established in the city's procurement  
16 code.

17            (1) Memoranda of understanding (MOUs) with governmental entities, joint  
18 powers agreements (JPAs), or any other agreement or contract with a value that exceeds  
19 the authority given to the city manager under the city's procurement code. For the  
20 purposes of this provision governmental entity includes but is not limited to; counties,  
21 states, federal agencies, housing authorities, tribes or intergovernmental agencies;

22            (2) Agreements on land use issues that modify the terms of land use  
23 approvals made by the governing body or any other public decision-making body to  
24 whom the governing body has delegated some of its zoning and land use authority, or  
25 agreements on land use issues that deviate from the ordinances contained in Chapter 14

1 SFCC 1987 or any plans or agreements that have been approved under those ordinances  
2 except as may be authorized in Chapter 14 or by such agreement;

3 B. Have the authority to enter agreements seeking or accepting funds of any amount,  
4 when the deadline to seek or accept the funds occurs before the deadline to include the agreement  
5 on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall  
6 be subject to ratification by the governing body at the next scheduled meeting for which an  
7 agenda has not yet been posted;

8 C. Employ and discharge all municipal employees in accordance with the city's  
9 personnel rules and regulations, collective bargaining agreements and other applicable policies  
10 and ordinances, except for the city clerk and city attorney and those employees employed by an  
11 individual member of the governing body pursuant to Section 2-1.9(B);

12 D. Coordinate and supervise the activities and operations of the various departments  
13 established by the governing body within the city government, and efficiently manage the  
14 administrative affairs of the city;

15 E. Carry out, expeditiously and efficiently, the programs and policies adopted by  
16 the governing body and cause to be enforced all ordinances and regulations adopted by the  
17 governing body;

18 F. Attend all meetings of the governing body and of committees thereof, or send a  
19 delegate, and the city manager or delegate shall participate in the discussion of all matters  
20 pertaining to the administration of city affairs coming before the governing body or such  
21 committees, but the city manager or delegate shall not have the right to vote;

22 G. Be responsible for the preparation of the annual budget;

23 H. Keep the governing body informed of the financial condition and of the needs of  
24 the city and render reports with respect thereto and with respect to all other city affairs at such  
25 times and in such forms as may, from time to time, be prescribed by the governing body,

1 accompanied by such recommendations as the city manager may deem advisable;

2 I. Formulate and recommend to the mayor and city council the adoption of such  
3 measures as the city manager may, from time to time, deem necessary or advisable for the health,  
4 safety and welfare of the city and its inhabitants, or for the improvement of administrative or  
5 departmental functions and services;

6 J. Make recommendations with respect to the purchase in behalf of the city  
7 departments of materials, supplies and equipment and supervise the making of such purchases  
8 when and in the manner authorized by the governing body;

9 K. Ensure that the city's collective bargaining management team and the governing  
10 body hold a meeting in executive session for the purpose of broadly discussing issues of  
11 collective bargaining previous to the annual collective bargaining negotiations between the city  
12 and its bargaining units so as to empower the management team with the authority to negotiate  
13 in good faith;

14 L. May appoint a deputy city manager within sixty (60) days of being appointed  
15 city manager. Prior to the appointment of a deputy city manager, the city manager shall present  
16 a job description to the governing body for review and approval. The powers and duties  
17 designated to the deputy city manager shall not exceed the powers and duties of the city manager;  
18 and

19 M. Report to the governing body every six (6) months regarding the organization of  
20 the city's departments and divisions.

21 **Section 3. Section 19-4.1 of SFCC 1987 (being Ord. No. 1983-44, § 16, as**  
22 **amended) is amended to read:**

23 **19-4.1 Authority of city manager; personnel director.**

24 The city manager has the sole authority to employ and discharge all municipal  
25 employees, except the city attorney, city clerk, and those employees employed individually by a

1 member of the governing body, and to act in accordance with the provisions of this chapter and  
2 the rules and regulations promulgated hereunder. The city manager shall establish a personnel  
3 office and shall have the authority to employ a personnel director. The personnel director shall  
4 perform duties to be delegated to him by the city manager, and in accordance with the rules and  
5 regulations established by the governing body. The personnel director shall work under the direct  
6 control and supervision of the city manager.

7 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

8 APPROVED AS TO FORM:

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11 ERIN K. McSHERRY, CITY ATTORNEY

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*Legislation/2023/Bills/Authorizing Governing Body Staff*

## FISCAL IMPACT REPORT

**General Information:**

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

**Short Title(s):** Authorizing Governing Body Staff

**Sponsor(s):** Councilor Romero-Wirth, Councilor Cassutt

**Reviewing Department(s):** Human Resources

**Staff Completing FIR:** Bernadette Salazar      **Date:** 12/27/22      **Phone:** 955-6591

**Reviewed by City Attorney:**       **Date:** Jan 5, 2023

**Reviewed by Finance Director:**       **Date:** Jan 5, 2023  
[Emily K. Oster \(Jan 5, 2023 11:58 MST\)](#)

**Summary:**

The proposed bill amends Section 2-1.9, 2-4.6, and 19-4.1 of SFCC 1987 to authorize the members of the Governing Body to employ and remove staff members to directly support the work of the individual members of the Governing Body. The proposed bill also prohibits the City Manager from having the authority to employ and remove those employees.

**Departments Affected:**

Human Resources, Finance, General Government (Governing Body).

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, members of the Governing Body will continue to rely on existing staff without the potential for dedicated staff members to assist the members of the Governing Body with their regular duties.

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

None identified.

**Performance and Administrative Implications:**

If adopted, the bill permits the members of the Governing Body to individually employ and remove staff to assist with their duties. However, to utilize the option, funding for those positions would need to be identified in the annual budget going forward in order to fill those positions. Job descriptions would also need to be drafted and prepared.

**Fiscal Implications:**

The bill itself does not have a fiscal impact because it does not automatically create any positions. Rather, the bill proposes to allow for positions to be created (or converted) if desired, in a future budget. The annual budget would need to include the cost of the nine new staff members, but Human Resources would have to set the salary range first to determine the estimated annual cost.

**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:**

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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:**

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**Signature:**

**Email:**

**Signature:** 

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

**Signature:**   
Bernadette Salazar (Jan 5, 2023 11:02 MST)

**Email:** bjsalazar@santafenm.gov