City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
DECEMBER 04, 2023
5:00 PM
COUNCIL CHAMBERS
CITY HALL
200 LINCOLN AVENUE

PROCEDURES FOR FINANCE COMMITTEE MEETING

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

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

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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **PRESENTATION**

    a. Audit Update and Overview (Emily K. Oster, Finance Director, ekoster@santafenm.gov)

    b. Economic Update (Dr. Reilly S. White, Erebor, LLC, reillywhite@unm.edu)

c. Finance Staff Recognition (Emily K. Oster, Finance Director, ekoster@santafenm.gov)

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of the November 13, 2023 Finance Committee Meeting Minutes (Emily K. Oster, Finance Director, ekoster@santafenm.gov)

b. Request for Approval of General Services Contract with Vector Airport Systems LLC for Collection of Aircraft Landing Fees at the Santa Fe Regional Airport in the Total Amount of $1,341,000 through June 30, 2025. (James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,320,540 to Increase Budget for Landing Fees, Parking Fees, and Service Contracts.

Committee Review:
Public Works and Utilities: 11/27/2023
Finance Committee: 12/04/2023
Governing Body: 12/13/2023

c. Request for the Approval of Amendment No. 2 with Mittera for Printing Services for FY24 in the Amount of $16,000 for a New Total Amount of $422,827.47. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

d. Request for Approval of General Service Agreement with CamNet Inc. for Phase 2 Equipment and Configuration of Cameras and Door Controls at Various Fire Stations in the Total Amount of $393,637.82 Including New

Mexico Gross Receipts Tax through November 15, 2024 (Eric Candelaria, ITT Department Director: edcandelaria@santafenm.gov; Larry Worstell, Infrastructure Manager: lfworstell@santafenm.gov; Joseph Abeyta, Project Manager: jmabetya@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

e. Request for Ratification of the City Manager's Approval of Amendment No. 1 to the New Mexico Department of Transportation Aviation Division Grant Award No. SAF-23-01 in the Amount of $94,295 for Marking on the Airfield, Bringing the Total Amount for the Grant to $180,795. (James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $94,295 to Increase WIP Construction Fund using NMDOT Funding for Markings on the Airfield.

Committee Review:
Public Works and Utilities: 11/27/2023
Finance Committee: 12/04/2023
Governing Body: 12/13/2023

f. Request for Approval of Amendment No. 1 to the Affordable Housing Trust Fund (AHTF) Service Agreement with Bella Luz Apartments 2022, LLLP in the Total Amount of $800,000 for the Lamplighter Motel Conversion Project to Extend the Term through December 31, 2024 (Cody Minnich, Project Manager, Office of Affordable Housing: cjminnich@santafenm.gov).

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

g. Request for the Approval of a Third Amendment to the American Rescue

Plan Act (ARPA) Work-Based Learning to Reflect the City of Santa Fe Living Wage Ordinance and to Reallocate of $153,800.00 of Project Budget from Bucket 5: Dropout Recovery Internships to Bucket 1: Youth/Senior Internships, Increasing the Number of Student Interns Paid through Bucket 1. (Casey Dalbor, cjdalbor@santafenm.gov; Sophie Andar:sxandar@santafenm.gov).

Committee Review
Finance Committee 12/04/2023
Quality of Life Committee 12/06/23
Governing Body 12/13/2023

h. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates to MRC Soccer Valley Expansion Design for $500,000 and Salvador Perez Athletic Field Renovation for $1,000,000. (Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov, 505-303-9502)

Committee Review
Finance Committee 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body 12/13/2023

i. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $83,749 from the NM Department of Transportation Fund to the Police Overtime Fund for Projects: End Driving While Impaired (ENDWI); Buckle Up (BKLUP)/ Click It or Ticket (CIOT); Selective Traffic Enforcement Program (STEP)/ Summer Enforcement Period. (Captain Thomas Grundler, tjgrundler@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body Committee: 12/13/2023

j. Request for Approval of a Budget Adjustment Resolution (BAR) for the allocation of $2,000,000 to the MRC Effluent Irrigation Supply System Replacement Wastewater CIP Project with $1,000,000 from FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates and $1,000,000 from Public Utilities Wastewater Fund Balance. (John Dupuis, Public

Utilities Department Director, jedupuis@santafenm.gov; Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov)

Committee Review
Finance Committee 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body 12/13/2023

k. Request for Approval of a Budget Adjustment Resolution (BAR) to the MRC Operating Budget from FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates in the Amount of $690,000 for Effluent/Water Usage for Irrigation at the Municipal Recreation Complex (MRC) and SWAN Park in FY24. (John Dupuis, Public Utilities Department Director, jedupuis@santafenm.gov; Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov)

Committee Review
Finance Committee 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body 12/13/2023

l. Request for Approval of the Agreement with Axon Enterprise, Inc for Equipment and Services in the Total Amount of $11,027,153 through June 30, 2030. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body Committee: 12/13/2023

m. Request for Approval of the Addition of 6 Full Time Positions to the Santa Fe Regional Airport for Security Services. (James Harris, Airport Manager; jcharris@santafenm.gov; Kelly Bynon, Administrative Manager; kabynon@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

n. Request for Approval of Good and Services Contract with American Fence Company of New Mexico Inc. in the Total Amount of $367,286.93 including NMGRT for the Installation of New Security Fencing and New Gate Motors at the Santa Fe Regional Airport. (James Garduno, Project Administrator, jdgarduno@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

o. Approval of Amendment No. 6 to Legal Services Agreement Item #21-0399 to Increase the Amount of Compensation by $40,000, Excluding GRT, for Legal Services to be Provided by Modrall Sperling, Roehl, Harris & Sisk, P.A., Not to Exceed $324,562.50; and Extending the Term through December 31, 2024. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Governing Body: 12/13/2023

p. Approval of a Budget Adjustment Resolution (BAR) to increase the City Attorney's Office Personnel Services Budget in an Amount of Eighty Three Thousand Five Hundred and Ten Dollars ($83,510) from FY23 Gross Receipts Tax Revenues Earned over Budgeted Estimates for Two (2) New Public Records Specialists. (Katherine Garcia-Gallegos, IPRA Manager, kggallegos@santafenm.gov; Erin McSherry, City Attorney, ekmcsherry@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Governing Body: 12/13/2023

q. Request for Approval of a Budget Adjustment Resolution (BAR) for TOURISM Santa Fe in the Total Amount of $1,733,593 to Allocate FY23 Lodgers Tax Revenue Earned Over Budgeted Estimates to Increase Budget for Salaries, Benefits, Service Contracts, Advertising and Consulting for $1,133,593 and to Increase Budget for Building/Structure

and Furniture/Fixtures for $600,000. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body : 12/13/2023

r. Request for Approval to Create Two (2) New Positions, Convention Specialist and Conference Service Manager for TOURISM Santa Fe. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

s. Request for Approval of Amendment No. 1 to the Professional Service Agreement Item #23-0483 with Vladimir Jones – PRACO in the Total Amount of $877,000 for Advertising Agency of Record for Fiscal Year 24 for TOURISM Santa Fe. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body : 12/13/2023

t. Request for Approval of the 2023 State Homeland Security Grant Program (SHSGP) Sub-Grant Agreement EMW-2023-SS-00015 New Mexico Department of Homeland Security and Emergency Management for the Purchase of Hazardous Material Detection Equipment for the Fire Department, Equipment for the Police Department Special Operations Teams and GIS Support for the Office of Emergency Management in the Total Amount of $219,849.00 Performance Period 10/1/23 to 12/31/2025. (Brian Williams, Director Emergency Management, bgwilliams@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

u. Request for Approval of Amendment No. 2 to Service Agreement with St. Elizabeth Shelter in the Total Amount of $286,500.00 Including NMGRT to Provide Navigation Services to Homeless Adults Ages 18 and Older in Santa Fe Over Three Years (Christa Hernandez, Youth and Family Service Program Manager: chernandez@santafenm.gov).

Committee Review
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

v. Request Approval of a Budget Adjustment Resolution (BAR) in the Amount of $800,000 to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates to Fund Infrastructure Design at the City of Santa Fe's Midtown Site. (Lee Logston, Midtown Asset Development Manager lrlogston@santafenm.gov).

Committee Review:
Finance Committee: 12/04/2023
Economic Development Advisory Committee: 12/06/2023
Quality of Life Committee: 12/06/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

w. Request Approval to Enter into an Exclusive Negotiating Agreement between the City of Santa Fe and LiveArts Santa Fe, for the Purpose of Performing Due Diligence Activities and Negotiating Terms for Land and Building Disposition and Redevelopment of the Midtown Performing Arts Center Pursuant to the City's Request for Proposal No. 23/16/P. (Lee Logston, Midtown Asset Development Manager: lrlogston@santafenm.gov; Karen Iverson, Director, Metropolitan Redevelopment Area: kriverson@santafenm.gov; Rich Brown, Director, Community Development: rdbrown@santafenm.gov; Daniel Hernandez, Midtown Redevelopment Project Manager, Proyecto:

daniel@proyecto.is)

Committee Review:
Finance Committee: 12/04/2023
Economic Development Advisory Committee: 12/06/2023
Quality of Life Committee: 12/06/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

x. Request for Approval of Recovery Funds Subrecipient Contract (ARPA) with The Life Link to Provide Support Services and 24-Hour On-site Supervision to the Safe Outdoor Space Total Amount of $440,192.00 through December 31st, 2024. (Brittany Rodriguez, YFS Program Manager: bcrodriguez@santafenm.gov, 505-955-6913; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2024
Governing Body: 12/13/2023

y. Request for Approval of Goods and Services Contract with Christ Lutheran Evangelical Church for Preparation and Construction of a Safe Outdoor Space Utilizing 10 Shelter Units in the total amount of $388,176.75 through December 31st, 2024. (Brittany Rodriguez, YFS Program Manager: bcrodriguez@santafenm.gov, 505-955-6913; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2024
Governing Body: 12/13/2023

z. Request for Approval of a Budget Adjustment Resolution (BAR) to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted

Estimates to Increase the City Manager's Budget in the Amount of $175,000 to Provide Salary and Benefits for the Office of Equity and Inclusion (OEI) Director Position. (Layla Archuletta-Maestas, Deputy City Manager, lsarchulettamaestas@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Quality of Life: 12/06/2023
Governing Body: 12/13/2023

aa. Request for Approval of Fiscal Year 24 Budget Increases for Land Use Department in the Total Amount of $356,382. (Jason Kluck, Land Use Director, jmkluck@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $116,382 to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates to Fund Two (2) New Full Time Positions and Increase Salary for 1 Vacant Full Time Position.

2. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $240,000 to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates to Acquire Digital Planning and Development Solutions to Improve Operations.

Committee Review:
Finance Committee: 12/04/2023
Quality of Life: 12/06/2023
Governing Body: 12/13/2023

ab. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $175,000 to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates to Public Works to Engage a Consultant to Compile Public Works Elements for the City Code Chapter 14 Land Development Code Revision. (Regina Wheeler: Public Works Director, rawheeler@santafenm.gov, (505)955-6622)

Committee Review:
Finance Committee: 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

ac. Request for Approval of a Budget Adjustment Resolution (BAR) to Increase the FY24 Transit Budget in the Amount of $542,354 Pursuant to a Memorandum of Agreement with the New Mexico Department of Transportation. (Gabrielle Chavez: Transit Director of Administration, gnchavez@santafenm.gov, (505) 955-2055)

Committee Review:
Finance Committee :12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

ad. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $611,520 to Allocate FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates to the Fire General Fund to Purchase a New Ambulance; Create 8 New Full Time Positions and Procure the Necessary Supplies and Equipment for the Operational Facilitation of the New Ambulance. (Brian Moya: Fire Chief, (505) 955-3111, bjmoya@santafenm.gov)

Committee Review:
Finance Committee: 12/04/2023
Public Works and Utilities Committee: 12/11/2023
Governing Body: 12/13/2023

7. **MATTERS FROM STAFF**

8. **MATTERS FROM THE COMMITTEE**

9. **MATTERS FROM THE CHAIR**

10. **NEXT MEETING: No Meeting Scheduled**

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

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
NOVEMBER 13, 2023
5:00 PM
COUNCIL CHAMBERS
CITY HALL
200 LINCOLN AVENUE

PROCEDURES FOR FINANCE COMMITTEE MEETING

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1. **CALL TO ORDER**

2. **ROLL CALL**

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

Members Excused:
None

Others Attending:
Emily Oster, Finance Director

3. **APPROVAL OF AGENDA**

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

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

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

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the Consent Agenda as amended. Item e. and Item h. were pulled for discussion.

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

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

Against: None

Abstain: None

5. EXECUTIVE SESSION

6. ACTION ITEMS: CONSENT

a. Request for Approval of the October 30, 2023 Finance Committee Meeting Minutes (Emily K. Oster, Finance Director, ekoster@santafenm.gov)

Committee Review
Finance Committee : 11/13/2023

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the minutes as presented on consent.

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

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

Against: None

Abstain: None

b. Request for Approval of Agreement with Albuquerque Bernalillo County Water Utility Authority to Allow Storage of Water within Easements and Fee Simple Property Surrounding Abiquiu Reservoir. (Steve Shultz, Water Resources Coordinator: smshultz@santafenm.gov, 505-955-4277).

Committee Review
Public Works and Utilities Committee: 11/06/2023
Finance Committee: 11/13/2023
Governing Body: 11/29/2023

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the agreement as presented on consent.

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

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

Against: None

Abstain: None

c. Request for Approval of Agreement with the Albuquerque Bernalillo County Water Utility Authority to Suballot Contracted Storage Space in Abiquiu Reservoir. (Steve Shultz, Water Resources Coordinator: smshultz@santafenm.gov, 505-955-4277).

Committee Review:
Public Works and Utilities Committee: 11/06/2023

Finance Committee: 11/13/2023
Governing Body: 11/29/2023

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the agreement as presented on consent.

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

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

Against: None

Abstain: None

d. Request for Approval of Amendment No.1 to General Services Contract Item #23-0354 with FacilityBUILD, Inc. to Design and Construct an Addition at Mary Esther Gonzales Senior Center to Add Construction Services, Increase the Contract Amount to $1,930,874, Including NMGRT, and Extend the Term to December 31, 2024. (Caryn Grosse, clgrosse@santafenm.gov).

Committee Review
Finance Committee: 11/13/2023
Public Works & Utilities Committee: 11/27/2023
Governing Body: 11/29/2023

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the contract amendment as presented on consent.

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

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

Against: None

Abstain: None

e. Request for Approval of Amendment No.3 with Bradbury Stamm Construction Inc. for the Construction at Santa Fe Regional Airport, to Increase the Term by 150 Calendar Days and to Increase the Compensation in the Amount of $1,722,605.46 Plus NMGRT for a New Total Contract Amount of $23,140,903.02 Plus NMGRT. (James Garduno, Project Administrator: jdgarduno@santafenm.gov; James Harris, Airport Manager: jcharris@santafenm.gov)

Committee Review:
Finance Committee: 11/13/2023
Public Works and Utilities Committee: 11/15/2023
Governing Body: 11/29/2023

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

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

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

Against: None

Abstain: None

f. Request for Approval of a Budget Adjustment Resolution of $250,000 of State-Deposited Funds for the Beck & Bulow LEDA Project, in Accordance with the Intergovernmental Agreement, Signed into Effect in 2022. (Casey Dalbor, Business Growth Manager: cjdalbor@santafenm.gov)

Committee Review:
Finance Committee: 11/13/2023
Quality of Life Committee: 11/15/2023
Governing Body: 11/29/2023

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented on consent.

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

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

Against: None

Abstain: None

g. Request Approval of Intergovernmental Agreement with the State of New Mexico Economic Development Department Creative Division to Provide Funding for a Creative Industries Related Project in the Total Amount of $100,000 through June 30, 2024. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) to Increase Economic Development – Grants and Revenue (2122800.510400) Budget by $100,000.

Committee Review
Finance Committee: 11/13/2023
Quality of Life Committee: 11/15/2023
Governing Body: 11/29/2023

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the agreement as presented on consent.

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

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

Against: None

Abstain: None

h. CONSIDERATION OF BILL NO. 2023-25 (Councilor Jamie Cassutt)
A Bill Amending SFCC 1987, Sections 23-4.13 And 23-7.5, to Remove Youth Leagues' Priority Use of Certain City Sports Fields; and Adult Leagues' Priority Use of the Municipal Recreation Complex Sports Fields; and to Require Annual Review and Publication of a Field Use Management Plan. (Jonathan Weiss, Golf Course & MRC Manager: jwweiss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/25/2023
Governing Body (Public Comment): 11/08/2023
Finance Committee: 11/13/2023
Quality of Life Committee: 11/15/2023
Public Works and Utilities Committee: 11/27/2023
Governing Body (Public Hearing): 11/29/2023

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal,

to approve the bill as presented on discussion.

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

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

Against: None

Abstain: None

7. **ACTION ITEMS: DISCUSSION**

8. **PRESENTATION**

   a. Audit Update (Emily K. Oster, Finance Director, ekoster@santafenm.gov)

   b. Fiscal Year 2023, 4th Quarter Financial Performance Report (Alexis Lotero, Assistant Finance Director, aclotero@santafenm.gov)

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: Monday, December 4, 2023**

13. **ADJOURN**

Liaison

Chair

City of Santa Fe, New Mexico
Memorandum

DATE: **October 20th, 2023**

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

FROM: **James Harris, Airport Manager; Kelly Bynon, Administrative Manager** JCH

ITEM AND ISSUE:

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,320,540 to Increase Landing Fees, Parking Fees, and Service Contracts.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector's PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately $1,090,000 per year and that parking fees will generate a further $603,000 annually, for a estimated total of approximately of $5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City's behalf.

This vendor is currently posted as a Sole Source Solicitation on the City of Santa Fe Website and closes on 12/03/2023.

ACTION:

Approve contract between the City of Santa Fe and Vector Airport Systems LLC and Approval of a BAR in the Amount of $1,320,540.

COMMITTEE REVIEW:
Public Works and Utilities: 11/27/2023
Finance Committee: 12/04/2023
Governing Body: 11/08/2023

City of Santa Fe, New Mexico

V2 2023

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be submitted to the City of Santa Fe, Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety.

Date: 10/24/2023

Prepared By: Kelly Bynon **Title:** Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon **State:** VA **Zip Code:** 20170

Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost: Approxiamtely $1,117,380
Tax is subject to change.

Term of Contract: Three years from award date

One (1) to Four (4) years from date of award

Sole Source Request Justification Questions 1-3:

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

[×] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[ ] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract.***

3. **Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

Vector's PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.

Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe — Date: Nov 1, 2023

Department Approval by:

Layla Archuletta-Maestas
Layla Archuletta-Maestas (Nov 2, 2023 09:15 MDT)
Layla Archuletta-Maestas for Department Director — Date: Nov 2, 2023

James Harris
James Harris Airport Director — Date: Nov 1, 2023

Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Date: _____

Travis Dutton-Leyda, CPO for the City of Santa Fe

Required Attachments:

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
****Quote from sole source Contractor***
****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

VECTOR
Airport Systems

280 Sunset Park Drive Herndon, VA 20170 USA 703-817-7777 www.vector-us.com

City of Santa Fe, NM
October 24, 2023

RE: Sole Source for the PLANEPASS® service from Vector Airport Systems

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service.

This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

William Repole

William Repole

Chief Operating Officer, Vector, LLC

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	11/15/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5456050	510310		372,460	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Landing Fees	5456050	430500		(1,090,000)	
Parking Fees	5456050	430550		(603,000)	
				$ (1,320,540)	$ -

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

Contract with Vector Airport Services for the use of their Plane Pass system that automatically collects Aircraft landing fees and parking fees. Estimated revenues are an additional $1,090,000 per year for parking fees and $603,000 per year for parking fees. Vector Services will take 22% of revenues collected PRIOR to sending revenue earned to the airport. Expenditure accounts will not be used for payment of this contract. This BAR is for accounting purposes to account for the inflow and outflow of expected money.

{Complete section below if BAR results in a net change to ANY Fund}

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

Kelly Bynon — 11/15/2023
Prepared By *{print name}* — Date

James Harris — Nov 16, 2023
Division Director Signature *{optional}* — Date

Layla Archuletta-Maestas — Nov 16, 2023
Layla Archuletta-Maestas (Nov 16, 2023 15:51 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 16, 2023
Andy Hopkins (Nov 16, 2023 16:54 MST)
Budget Officer — Date

Emily K. Oster — Nov 16, 2023
Emily K. Oster (Nov 16, 2023 17:42 MST)
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item#_____
Munis Contract#_____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC.** herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

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 Vector Airport Systems LLC. "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 billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately $1,090,000.00 per year, and parking fees will generate a further $603,000. The total compensation under this Agreement shall not exceed $1,341,000.00

4. **Payment Provisions**

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

A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10th business day.

B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2025**. 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. **City Obligations**

6.1. **City Obligations - General:** City shall be obligated to use its best efforts to perform or provide the following:

6.1.1. **Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.

6.1.2. **Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.

6.1.3. **Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

6.2. **City Obligations - *PLANEPASS®***

6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS®* financial reports and interfacing with Contractor's *PLANEPASS®* team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.

6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to datainput@vector- us.com City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.

6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to datainput@vector-us.com.

6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.

6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce

a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.

6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the

appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to datainput@vector-us.com at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the "Authority to Bill & Collect" letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com. The portal* allows aircraft operators to:

1) Update contact information, including email or postal mail addresses
2) Process credit card payments
3) Enroll in electronic invoicing
4) View account history
5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

7. 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, except as stated in Paragraph 6.2.4, 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.

8. **Termination**

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party 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 breaching Party 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.

2) 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 reasonably 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. *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.*

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

15. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Insurance**

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

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

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

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

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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.

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:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

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

To the Contractor:

Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR: Vector Airport Systems

_____
PETER COLETON, PRESIDENT

DATE:_____
CRS# _____

Registration # _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 13, 2023 16:53 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

EMILY OSTER, FINANCE DIRECTOR

5450407.430500
5450407.430550 AH

Org./Object

EXHIBIT A - Scope of Work ("WORK")

Contractor shall:
Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
    - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
    - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor's fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. ***PLANEPASS*® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.

    1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
    1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City's existing billing rate and policies. Provide electronic access to Contractor's Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
    1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
    1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
    1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
    1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
    1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
    1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10th business day.
    1.9. Provide ongoing client and user support.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems ("Vector") assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

"Landing fees" is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport's established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft's FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft's registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at https://payment.planepass.com.

- **Vector's self-service web portal* allows aircraft operators to:**

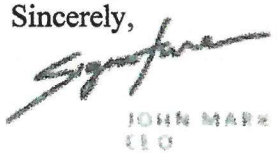
  1) Update contact information, including email or postal mail addresses
  2) Process credit card payments
  3) Enroll in electronic invoicing
  4) View account history
  5) Request copies of invoices via email or download Excel-formatted invoices
  The portal login is based on Vector invoice number and Vector operator ID

For billing questions or concerns, please contact Vector's *PLANEPASS*® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

- *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport's Administration Office staff may also be reached [*insert email*].

Sincerely,



[insert signature - preferably a cursive version of your wet signature]

JOHN MAR...
CEO

EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems ("Vector") has managed the billing and collection of landing fees on behalf of Airport Name ("CODE"). Vector is authorized to collect balances due on the Airport's behalf.

Airport Name ("CODE") is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. **How To Pay:** Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector's *PLANEPASS*® Payment Portal: https://payment.planepass.com

II. **Billing Concerns & Account Management with Activity Details:**

Vector's *PLANEPASS*® Payment Portal (https://payment.planepass.com)* allows aircraft operators to:

1) Make credit card payments
2) Update account information including email and postal mail addresses
3) View airport fee structures, Authorization to Bill letters, and W9s
4) Enroll in electronic invoicing
5) View account history
6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport CODE are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office staff at [*insert email*] and [*phone number*].

Sincerely,

[*insert personalized signature – this should be your unique personalized signature like this one:*]



JOHN MARK
CEO

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): _____

Contractor: Vector Airport Systems LLC

Procurement Method: *Small Purchase* *RFP* *ITB* *Sole Source* ☑ *GSA* *Cooperative* *Exempt*

Description/Title: General Services Contract with Vect\opr Airport Systems LLC

Contract: ☑ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: $5,079,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

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

This contract will generate approximately $5,079,000 over three years at current levels of traffic. The City of Santa Fe will pay Vector 22% of aircraft landing and parking fees that Vector collected on the city's behalf.

3. Procurement History: sole source SS Must be posted for 30 days before the contract is valid.

[signature] Nov 1, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: Parking Fees and Landing Fees collection from Vector **Org / Object:** 5450407/430500 / 430550 (Revenue)

Andy Hopkins
Andy Hopkins (Nov 1, 2023 18:06 MDT)

Nov 1, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk:

Clerk # _____ Email: kabynon@santafenm.gov

Date of Execution: _____

[signature]
Eric Candelaria (Nov 1, 2023 18:09 MDT)

ITT Director Nov 1, 2023

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

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 Airport Staff Name Kelly Bynon

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:

Kelly Bynon	Administrative Manager	10/24/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	CPO	Nov 1, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
Eric Candelaria (Nov 1, 2023 18:09 MDT)	ITT Director	Nov 1, 2023
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: November 6, 2023

TO: Governing Body
Finance Committee
Quality of Life

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, CPO
Richard D. Brown, Economic Development Director *Richard Brown*

FROM: Randy Randall, TSF Executive Director
Randy Randall (Nov 6, 2023 21:58 EST)

ITEM AND ISSUE:
Request for the Approval of Amendment #2 in the Total Amount of $16,000 for Printing Services for FY24; Mittera; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review:
Finance Committee 12/4/2023
Quality of Life 12/6/2023
Governing Body 12/13/2023

BACKGROUND AND SUMMARY:
Every year TOURISM Santa Fe (TSF) prints a quantity of the "official Santa Fe Visitor Guide" for the promotion of Santa Fe. This amendment #2 is to increase the compensation for FY24 by $16,000 to off-set a slight cost adjustment due to inflation for a contract grand total of $422,827.47.

PROCUREMENT METHOD:
ITB #22/19/B. Term of contract expires June 30, 2026

CONTRACT NUMBER:
3203137

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Lodgers Tax/Fund 213
Munis Org Name/Number: VSF Admin/2130521
Munis Object Name/Number: Print & Publish/530800

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval.

Item#_____
Munis Contract# 3203137
Original Contract Item# 22-0062
ITB #: 22/19/B

CITY OF SANTA FE
AMENDMENT No. 2 TO
Service Contract
ITEM# 22-0062

This AMENDMENT **No. 2** (the "Amendment") amends the CITY OF SANTA FE Service CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **MITTERA**. (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 Contract, Contractor has agreed to provide printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

A. Article 2 of the Contract is amended to read as follows: The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes.

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022/January 2023/January 2024
- 116 pages (112 pages, plus 4-page cover)

- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of **Sixteen Thousand Dollars ($16,000)** so that Article 3, reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable Item as listed here.

Deliverable item:	U/I (unit of issue)	Prices
250,000	FY22	$120,481.65
200,000	FY23	$146,585.82
200,000	FY24	$155,760.00

The total compensation under this Agreement shall not exceed **Four Hundred Twenty-Two Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($422,827.47).**

3. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Mittera:

Harry Tomlinson
Harry Tomlinson (Nov 3, 2023 15:28 CDT)

HARRY TOMLINSON, DIRECTOR

DATE: Nov 3, 2023

CRS# 03-520174-00-6

Registration # 231903

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Oct 27, 2023 15:51 GMT+2)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

2130521.561800 AH
VSF Admin/Print & Publish

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Mittera

Procurement/contract Title: Printing of Santa Fe Visitor Guides and Envelopes

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☒Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: TOURISM Santa Fe Staff Name: Shirley Spencer

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP (include ECR)**	☐	☒	**BAR**
☒	☐	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Business Registration (always)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Shirley Spencer — Department Point of Contact — Admin Mgr. — Title — 10/23/23 — Date

Randy Randall (Nov 6, 2023 21:58 EST)

_____ Department Director — Date

Nov 15, 2023

_____ Chief Procurement Officer — Date

_____ ITT Representative — Title — Date

From: GUENTHER, JORDAN
To: SPENCER, SHIRLEY J.
Subject: FW: [DETERMINATION REQUESTED] Advertising Agency of Record Services
Date: Monday, October 23, 2023 1:46:53 PM
Attachments: image002.png
image003.png
_Electronic Only RFP Template Version 6.3.31.22.docx
image001.png

Here's the VJ Determination.

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe

Santa Fe
THE CITY DIFFERENT

+1 505 309 1194
jguenther@santafenm.gov
201W. Marcy Street, Santa Fe, NM 87501
www.santafe.org

VIEW CARD

Created with hihello me

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Date: Friday, January 27, 2023 at 11:28 AM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Thank you

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service**. If the SOW should change, a new determination will be needed. Since the totality of this project will be more than $60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

The RFP number assigned to this solicitation is **23/49/P**. I have attached the current RFP template for utilization. Please let me know if you have any questions.

Thanks,

JoAnn D. Lovato
Contracts Supervisor
c: (505) 469-6045

City of Santa Fe

Invitation to Bid

Official Santa Fe Visitors Guide

ITB # 22/19/B

Bid Due Date and Time: November 17, 2021 at 2:00 PM 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: Mittera Group, Inc.
dba (if applicable): _____
Co. Email: legal@mittera.com
Co. Phone No.: 515-343-5359
NM Gross Receipts Tax # (CRS) 03-520174-00-6

Address: 1312 Locust Street Ste 202
Des Moines, IA 50309

Federal Tax ID # 42-1028248

Payment terms: Net 45 (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.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____
Signatory Email: legal@mittera.com

Print or type name: Harry Tomlinson
817-901-9430
harry.tomlinson@mittera.co
Phone No: 515-343-5359

* It is your responsibility as a bidder to ensure your bid is correct and accurate.

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. ____ Dated: _____ 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)

CITY OF SANTA FE
BIDS RECEIVED
200 Lincoln Ave., Room 122, or P.O. Box 909, Santa Fe, New Mexico 87504-0909
Fran Dunaway, CPO
ITB # 22/11/B

Date	Time	COMPANY	Email
11/15/2021	2:30p	Hudson Printing	[redacted]
11/16/2021	9:39a	MPprint	[redacted]
11/16/2021	3:43p	Millers	[redacted]
11/17/2021	12:38p	Publication Printers	[redacted]

Hudson Printing	Bid Item	Price	MPprint	Bid Item	Price		Bid Item	Price	Publication Printers Corp	Bid Item	Price
250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	250,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]
300,000	5.375 x 8.375 045 Perfect Bound Official Santa Fe Visitors Guide	[redacted]	300,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	300,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	300,000	5.375 x 8.375 45# Perfect Bound Official Santa Fe Visitors Guide	[redacted]
250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	[redacted]	[redacted]	[redacted]	250,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	[redacted]
300,000	5.375 x 8.375 050 Perfect Bound Official Santa Fe Visitors Guide	[redacted]	300,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	300,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	[redacted]	300,000	5.375 x 8.375 50# Perfect Bound Official Santa Fe Visitors Guide	[redacted]
1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	[redacted]	[redacted]	[redacted]	[redacted]	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	[redacted]
1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	[redacted]
1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	[redacted]
1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	[redacted]
75,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]	75,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]	75,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]	75,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]
100,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]	100,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]	100,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]	100,000	Standard 6 x 9 booklet envelope, self-seal	[redacted]
1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	[redacted]
1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	[redacted]	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	[redacted]

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203137 Procurement # (RFP/ITB# If any):

Contractor: MITTERA

Procurement Method Small Purchase ☐ RFP ☐ ITB ☑ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Printin of Annual Santa Fe Visitor Guides and Envelopes

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: FY24 Term End Date: June 30, 2026 Total Contract Amount: 120,481.65

☐ Approved by Council *(If over the City Manager's approval threshold you must go through GB)*

Contract / Lease:

1.b Amendment #: 2 to the Original Contract/Lease # 22-0062

Increase/(Decrease) Amount $: Increasing: $16,000

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: Increase to off-set inflation costs

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

22-0062: $120,481.65, FY22
23-0150: $146585.82, FY 23 (amendment #1)
" $139,760.00, FY24 (amendment #1)
TL: $406,827.47

3. Procurement History:

Nov 15, 2023
Purchasing Officer Review: Date:

Comment & Exceptions:

4. Funding Source: VSF Admin - Print & Publish **Org / Object:** 2130521.561800

Andy Hopkins
Andy Hopkins (Nov 8, 2023 16:45 MST)
Nov 8, 2023
Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Shirley Spencer Phone #: 6208

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: sjspencer@santafenm.gov

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

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

BUSINESS REGISTRATION

Business Name: MITTERA GROUP, INC.
DBA: MITTERA

Business Location: 1312 LOCUST ST
DES MOINES, IA 50309

Owner: MITTERA GROUP, INC.

License Number: 231903

Issued Date: January 27, 2023

Expiration Date: January 27, 2024

CRS Number: 03520174006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

MITTERA GROUP, INC.
1312 LOCUST ST
DE MOINES, IA 50309

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cameron Shaw	
North Risk Partners 1045 76th Street, STE 4000 West Des Moines IA 50266	PHONE (A/C, No, Ext): (515) 327-8450	FAX (A/C, No): (515) 327-8457
	E-MAIL ADDRESS: cameron.shaw@northriskpartners.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers	39357
INSURER B :	Great American Alliance Ins	14028
INSURER C :	Hudson Excess Ins Co Non-Admitted	14484
INSURER D :	QBE Spec Ins Co Non-Admitted	11515
INSURER E :		
INSURER F :		

INSURED
Mittera Group, Inc.
1312 Locust St Ste 202
Des Moines IA 50309

COVERAGES **CERTIFICATE NUMBER:** 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6608J884295	09/29/2023	09/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			8103P569535	09/29/2023	09/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP3L686452	09/29/2023	09/29/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 20,000,000 $ 20,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1278337-07/WC1278338-07	06/01/2023	06/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C/D	Professional Liability & Network Security - Cyber			EEZ1374703 / 130001432	09/29/2023	09/29/2024	Ec Wrongful Act- Primary Ec Wrongful Act - XS	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Craig Bowcock

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Item# 22-0062
Munis Contract# 3203137

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Printing of Annual Visitors Guide

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

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

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 **MITTERA**. "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 work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at https://issuu.com/visitsantafe/docs/santafevisitorsguide2022:

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022
- 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover
- Ink: 4 Color Process, Gloss Varnish
- Quantity: 250,000 run
- Trim Size: 5.375 x 8.375
- Bindery: Perfect bound

3. **Compensation**

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

Deliverable item:		U/I (unit of issue)	Price
01	250,000		$120,481.65

The total compensation under this Agreement shall not exceed One Hundred Twenty Thousand Four Hundred Eighty-one dollars and sixty-five cents **($120,481.65)**, 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 **June 30, 2026**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

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

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

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

related entities.

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

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

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

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

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

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

41. **Notification**

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

To the City: TOURISM Santa Fe, Randy Randall, Executive Director, rrandall@santafenm.gov, 505-955-6209, 201 West Marcy St. Santa Fe, NM 87501

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director, harry.tomlinson@mittera.com, 817-901-9430

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: MITTERA, Harry Tomlinson, Bus. Dev. Director, harry.tomlinson@mittera.com, 817-901-9430

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:

John Blair
John Blair (Feb 23, 2022 17:56 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2022

CONTRACTOR:

Harry Tomlinson

HARRY TOMLINSON
DIRECTOR
DATE: 02.15.22

CRS #03-520174-00-6
FEIN #42-01028248
Registration #231903

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

VSF Admin/Print & Publish/Org./Obj.# 2130521.561800

Item **23-0150**
Minutes Continued

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM# 22-0062

THIS AMENDMENT No. 1 (this "Amendment") TO THE CITY OF SANTA FE SERVICES AGREEMENT dated February 2nd, 2022 (the "Agreement") between the City of Santa Fe (the "City") and METTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the services to printing of Annual Santa Fe Visitors Guide and Mailing Envelopes as outlined in original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred eighty-six thousand three hundred forty-five dollars and eighty-two cents ($286,345.82) so that Article 3 reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable item as listed here:

Deliverable item:	U/I (unit of issue)	Prices
01	250,000	FY22 $120,481.65
02	200,000	FY23 $146,585.82
03	200,000	FY24 $139,760.00

The total compensation under this Agreement shall not exceed Four Hundred Six Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($406,827.47) including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 16, 2023

CONTRACTOR:
Mittera

Harry Tomlinson
Harry Tomlinson (Mar 7, 2023 12:21 CST)

HARRY TOMLINSON, DIRECTOR

DATE: Mar 7, 2023

CRS# 03-520174-00-6

Registration #231903

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 16, 2023 08:00 MDT)

EMILY OSTER, FINANCE DIRECTOR
VSF Admin/Print & Publish
2130521.561800 AM

City of Santa Fe, New Mexico
Memorandum

DATE: **June 1, 2023**

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

VIA: **John Blair, City Manager**
Emily Oster, Finance Department Director
Travis Dutton-Leyda,
Chief Procurement Officer
Eric Candelaria, ITT Department Director EC

FROM: **Michelle A. Gurule, Contracts Administrator** MG

ITEM AND ISSUE:
ITT Request for the Approval of General Services Contract in the Total Amount of $393,637.82 including New Mexico gross receipts tax for equipment and configuration of cameras and door controls at various Fire Stations; (CamNet Inc.);); (Eric Candelaria, edcandelaria@santafenm.gov 505-955-5576) (Larry Worstell, lfworstell@santafenm.gov 505-955-5580) (Joseph Abeyta, jmabeyta@santafenm.gov 505-955-5518).

BACKGROUND AND SUMMARY:

CamNet Inc. will provide equipment and configuration of cameras and door controls at various Fire Stations for phase 2. This is to ensure public and employee safety.

PROCUREMENT METHOD:
The procurement method is the NM Statewide Price Agreement (SWPA) # 00-00000-19-00074 which expires on March 11, 2024.

CONTRACT NUMBER:
The FY20 Munis contract number is 3204401.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: FacilityCIP/Fund 320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970
Project String: FAC2432014

ACTION REQUESTED:
ITT respectfully requests your review and approval.

Item#_____
Munis Contract# 3204401

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Installation of Cameras and Access Controls at Various Fire Station Locations

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and CamNet Inc. herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

2. **Scope of Work**

A. The Contractor shall perform the following work:

- Installation of cameras and access control at various Fire Station locations in Santa Fe
- Cabling: All Network Cabling will be provided by HEI Inc.
- Access Control Cabling: Composite Cabling will be provided by CamNet Inc.
- Conduit: Locations with extensive conduit need will be provided by HEI Inc.

B. Understood Assumptions

- CamNet Inc. assumes the City of Santa Fe will provide all working doors for access control. CamNet Inc. is not responsible for general door hardware or maintenance.
- CamNet Inc. will perform thorough cleanup of debris and materials accumulated during work.
- City of Santa Fe Will provide POE + switches that can accommodate the network infrastructure needed for the Verkada solution.
- Assumes HEI Inc. will provide all category cabling for network drops.
- Assumes CamNet Inc. will have reasonable access to run cabling back to MDF or IDF.
- Does not include repair of drywall or repainting areas that have to be disturbed due to access control construction.

- Labor rate assumes working during regular business hours of approximately 7 am to 5 p.m.
- Customer responsible for ensuring fire alarm relay is in place for maglock doors.

C. **List of Equipment to be Delivered**

1. Fire Station 1 Includes the Addition of the Following Items:
   - Qty 1 Door Intercom Station
   - Qty 1 Fisheye Camera
   - Qty 1 Mini Dome Camera
2. Fire Station 5 Includes the Addition of the Following Items;
   - Qty 2 Door Intercom Station
   - Qty 2 Outdoor Dome Cameras
3. Fire Station 6 Includes the Addition of the Following Items:
   - Qty 1 Access Control for Existing Door
   - Qty 1 Fisheye Camera
   - Qty 1 Outdoor Dome Camera
4. Fire Station 8 Include the Addition of the Following Items:
   - Qty 11 Access Control for Existing Door
   - Qty 2 Fisheye Camera
   - Qty 6 Outdoor Dome Cameras
   - Qty 4 RFID Tags for Bay Doors
5. Fire Station 3A Includes the Addition of the Following Items:
   - Qty 1 Door Intercom Station
   - Qty 1 Access Control for Existing Door
   - Qty 1 Outdoor Dome Camera
6. Fire Station 3 Includes the Addition of the Following Items:
   - Qty 6 Outdoor Dome Cameras
   - Qty 3 Fisheye Cameras
   - Qty 8 Access Control for Existing Door
   - Qty 6 Outdoor Dome Cameras
   - Qty 6 RFID Tags for Bay Door
7. Fire Station EOC Includes the Addition of the Following Items:
   - Qty 2 Outdoor Dome Cameras
   - Qty 2 Fisheye Camera
8. Fire Station 9 Includes the Addition of the Following Items:
   - Qty 2 Outdoor Dome Cameras
   - Qty 1 Fisheye Camera
   - Qty 2 Access Control for Existing Door
9. Fire Station 7 Includes the Addition of the Following Items:
   - Qty 6 Outdoor Dome Cameras
   - Qty 1 Fisheye Camera
   - Qty 3 Indoor Dome Cameras
   - Qty 6 Access Control for Existing Door

- Qty 4 RFID Tags for Bay Door

10. Fire Station 10 Includes the Additon of the Following Items:
    - Qty 4 Outdoor Dome Cameras
    - Qty 4 Access Control for Existing Door

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
Exhibit A: Convention Center-Midtown		$15,286.96
Exhibit B: Fire Station 3		$97,653.39
Exhibit C Fire Station 3A		$12,581.21
Exhibit D Fire Station 5		$13,996.46
Exhibit E Fire Station 6		$12,767.70
Exhibit F Fire Station 7		$95,342.28
Exhibit G Fire Station 8		$86,272.67
Exhibit H Fire Station 9		$25,710.37
Exhibit I Fire Station 10		$35,350.21
Exhibit J Fire Station 1(Credit see attached quote)		-$1,323.43

The total compensation under this Agreement shall not exceed three hundred ninety three thousand six hundred thirty seven dollars and eighty two cents ($393,637.82) 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 the date approved by the City, and end on November 15, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not to 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. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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 Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

entity or related entities.

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

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

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

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

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

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

41. **Notification**

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

To the City:

City of Santa Fe

1600 St. Michaels Dr. Building #24

Mouton Hall

Santa Fe, NM 87501

To the Contractor:

CamNet Inc. Inc.

5501 Eagle Rock Ave. NE Ste E1

Albuquerque, NM 87113

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

To the Contractor:

CamNet Inc. Inc.

5501 Eagle Rock Ave. NE Ste E1

Albuquerque, NM 87113

42. **Succession**

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

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

CONTRACTOR:

Angela Garcia

NAME CamNet, Inc

DATE:_____

Account Manager
TITLE

DATE: 10/19/2023
CRS# 62-378898-00-4

Registration # 228513

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 15, 2023 10:27 MST)
_____
EMILY OSTER, FINANCE DIRECTOR

_____
Org.Name/Org.#

DocuSign Envelope ID: 9DDD7995-12ED-4BD5-8070-3E3E56F7DA75

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
12 Vendors

Number: **00-00000-19-00074**

Amendment No.: **Four**

Term: **March 12, 2020 – March 11, 2024**

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

Invoice:
Same as "Ship To"

TM

Procurement Specialist: **Theresa Mendibles**

Telephone No.: **(505) 795-1894**

Email: **theresa.medibles@gsd.nm.gov**

Title: **Facility Security Access Control**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 12, 2023 to March 11, 2024 at the same price (except for Vendor AA in amended percentage discounts, see below), terms and conditions.

See Attachment A for amended percentage discount list for Vendor AA: A-Com Technologies.

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

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date 3/1/2023

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

MS

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Attachment A

A-COM TECHNOLOGIES
LOW VOLTAGE. HIGH QUALITY. TRUE INTEGRITY.

Video Surveillance Equipment

Price List Dated: February 07, 2023

Catalog Represented:	Discount:
ADI Global	10%
AJA	10%
Altronix	13%
APC	20%
Arecont Vision	20%
Axis	5%
BerkTek	35%
Bosch	10%
Commscope	25%
Genetec	15%
Graybar	10%
Hanwha	25%
Leviton	10%
Liberty	10%
Logitech	10%
Louroe	10%
OCC	15%
Open Eye	15%
Panasonic	20%
Panduit	15%
Thomas & Betts	10%
Vaddio	10%
Vivitek	10%
Wiremold	10%

Facility Security Access Control

Price List Dated: February 07, 2023

Catalog Represented:	Discount:
ADI Global	10%
Aiphone	10%
Allegion	25%
Altronix	13%
Bosch	10%

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Fargo	15%
Genetec	15%
HID	15%
Isonas	20%
Leviton	10%
Liberty	10%
Panduit	15%
SDC	15%
STI	10%
Thomas & Betts	10%
Vanderbilt	25%
Wiremold	10%

Audio Visual

Price List Dated: February 07, 2023

Catalog Represented:	Discount:
ADI Global	10%
Allen & Heath	20%
APC	20%
Atlona	13%
Attero Tech	10%
AVF	15%
Barco	10%
Biamp Cambridge Sound Management	10%
Bose	20%
C2G	15%
Casio	10%
Chief	10%
Community	10%
Crestron	22%
Da-Lite	20%
Epson	15%
Extron	22%
Graybar	10%
Hall Research	10%
Lab Grupen	10%
Lectrosonics	20%
Liberty	10%
Listen Technologies	10%
Logitech	10%
Middle Atlantic	20%
OWI	10%
Premier Mounts	10%
QSC	10%
RCF	10%
Revolabs	10%
Shure	10%
Sonance	10%
SP Controls	10%

DocuSign Envelope ID: 9DDD7995-12ED-4BD5-8070-3E3E56F7DA75

Spinetix	5%
Stewart Audio	10%
Symetrix	10%
Tecnec	10%
Vaddio	10%
Wiremold	10%

Data/Networking

Price List Dated: February 07, 2023

Catalog Represented:	Discount:
APC	20%
BerkTek	35%
Caddy	10%
Chatsworth-CPI	20%
Cisco	15%
Commscope	25%
D-Link	10%
Fluke	10%
Graybar	10%
Hoffman	10%
Leviton	10%
Middle Atlantic	10%
OCC	15%
Panduit	15%
RXL	10%
Thomas & Betts	10%
Transition Networks	10%
Trendnet	20%
Wiremold	10%

Fire Alarm

Price List Dated: February 07, 2023

Catalog Represented:	Discount:
ADI	10%
Altronix	13%
Gentex	10%
Graybar	10%
Hochiki	25%
Honeywell Silent Knight	10%
Honeywell Firelite	20%
Potter	10%

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STI	10%
System Sensor	10%
Wheelock	10%

Intrusion

Price List Dated: February 07, 2023

Catalog Represented:	Discount:
ADI	10%
Bosch	10%
DSC	10%

DocuSign

Certificate Of Completion

Envelope Id: 9DDD799512ED4BD580703E3E56F7DA75
Status: Completed
Subject: Please DocuSign: 00-00000-19-00074 A004
Source Envelope:
Document Pages: 5 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

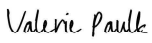
Envelope Originator:
Theresa Mendibles
1100 S Saint Francis Dr
Santa Fe, NM 87502
Theresa.Mendibles@gsd.nm.gov
IP Address: 75.161.198.90

Record Tracking

Status: Original
2/28/2023 3:57:21 PM
Holder: Theresa Mendibles
Theresa.Mendibles@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/28/2023 4:00:06 PM Resent: 3/1/2023 9:38:37 AM Viewed: 3/1/2023 9:55:45 AM Signed: 3/1/2023 9:55:51 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.198.90	Sent: 3/1/2023 9:55:54 AM Viewed: 3/1/2023 9:56:48 AM Signed: 3/1/2023 9:56:57 AM
Electronic Record and Signature Disclosure: Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/1/2023 9:57:00 AM Viewed: 3/1/2023 10:00:31 AM Signed: 3/1/2023 10:00:57 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/28/2023 4:00:06 PM
Envelope Updated	Security Checked	2/28/2023 4:01:56 PM
Envelope Updated	Security Checked	2/28/2023 4:01:56 PM
Envelope Updated	Security Checked	2/28/2023 4:01:56 PM
Envelope Updated	Security Checked	2/28/2023 4:01:56 PM
Certified Delivered	Security Checked	3/1/2023 10:00:31 AM
Signing Complete	Security Checked	3/1/2023 10:00:57 AM
Completed	Security Checked	3/1/2023 10:00:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CamNet Inc.

Procurement Title: State Price Agreement #00-00000-19-00074 expires March 11, 2024

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

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

Department Requesting ITT Staff Name Michelle A. Gurule

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:

Michelle A. Gurule Contracts Administrator 10/19/23

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

CPO Nov 8, 2023

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

Eric Candelaria (Oct 22, 2023 09:32 MDT)

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

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204401 Procurement # (RFP/ITB# If any): 00-00000-19-00074

Contractor: CamNet Inc.

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☑ Exempt ☐ SPA ✓

Description/Title: Camnet Inc. will provide equipment and configuration of cameras and door controls at various Fire Stations for Phase 2 of Security Upgrade. This is to ensure public and employee safety.

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 11/15/2023 Term End Date: 11/15/2024 Total Contract Amount: $393,637.82

☒ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* November 8, 2023

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

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

3. Procurement History: NM State Price Agreement 00-00000-19-00074 Expires: March 11, 2024

Purchasing Officer Review: Nov 8, 2023 Date:

Comment & Exceptions: _____

4. Funding Source: Facilities CIP Funding **Org / Object:** 3209980.572970

Andy Hopkins
Andy Hopkins (Nov 6, 2023 10:03 MST)

Budget Officer Approval: Nov 6, 2023 Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Michelle A. Gurule Phone #: 505-955-5533

To be recorded by City Clerk:
Clerk # _____
Email: magurule@santafenm.gov
Date of Execution: _____

Eric Candelaria, ITT Director (Oct 24, 2023 16:16 MDT)

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

CAMNINC-01 LJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeannie Martinez	
Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: jmartinez@bbirs.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED	INSURER B : Continental Insurance Co	35289
CamNet, Inc. 5501 Eagle Rock Ave. NE, Suite E1 Albuquerque, NM 87113	INSURER C : American Casualty Company of Reading Pennsylvania	20427
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR			6045306481	3/1/2023	3/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER: No Deductible							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			6045306528	3/1/2023	3/1/2024	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			6045306562	3/1/2023	3/1/2024	AGGREGATE	$ 3,000,000
	[ ] DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A		6045574155	3/1/2023	3/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Prof/E&O Technology			6045306481	3/1/2023	3/1/2024	Aggregate/Per Claim	1,000,000
A	Prof/E&O Technology			6045306481	3/1/2023	3/1/2024	Deductible	5,000

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

CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAMNET INC

Business Location: 5501 EAGLE ROCK AVE NE
ALBUQUERQUE, NM 87113

CRS Number: 02-378898-00-4

Owner: Mollie Swisher

License Number: 228513

License Type: Business License - Renewable

Issued Date: August 17, 2023

Classification: Out of Jurisdiction Contractor - General

Expiration Date: August 17, 2024

Fees Paid: $10.00

CAMNET INC
5501 EAGLE ROCK AVE NE E1
ALBUQUERQUE, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CamNet General Services Contract-Fire-Packet

Final Audit Report 2023-10-22

Created:	2023-10-20
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9N2GWwqnJKtlMByrChZ1HHqHy6jKwkNg

"CamNet General Services Contract-Fire-Packet" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2023-10-20 - 1:04:57 PM GMT- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2023-10-20 - 1:06:44 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2023-10-20 - 1:25:34 PM GMT- IP address: 174.240.18.202

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2023-10-22 - 3:30:02 PM GMT- IP address: 174.231.16.59

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2023-10-22 - 3:32:46 PM GMT - Time Source: server- IP address: 174.231.16.59

Agreement completed.
2023-10-22 - 3:32:46 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: 11/06/2023

TO: Finance Committee, Public Works and Utilities and Governing Body

VIA: John Blair, City Manager

FROM: James Harris, Airport Manager JCH

ITEM AND ISSUE:

Ratification of the City Manager's Approval of Amendment No. 1 to the New Mexico Department of Transportation Aviation Division Grant Award No. SAF-23-01 in the Amount of $94,295 for Markings on the Airfield, Bringing the Total Amount for the Grant to $180,795.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $94,295 to Increase WIP Construction Fund using NMDOT Funding for Marking on the Airfield.

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The Department of Transportation has issued an amendment to Grant 23-01. Grant 23-01 was approved during the September 28, 2022 Governing Body meeting for the amount of $86,500. The amended grant is for an additional $94,295 making the total amount $180,795. This grant will be used for markings on the airfield.

NMDOT will contribute 90% of the total grant ($162,715) with 10% matching funds required ($18,080) from the City of Santa Fe.

ACTION:

Approval to accept Amendment No. 1 to NMDOT Aviation Grant SAF-23-01 in the amount of $94,295, Bringing the Total Amount of the Grant to $180,795 and Approval of a BAR in the Amount of $94,295.

COMMITTEE REVIEW:

Public Works and Utilities: 11/27/2023
Finance Committee: 12/04/2023
Governing Body: 12/13/2023

City of Santa Fe
Item #23-0651

New Mexico Department of
Transportation Aviation Division

Amendment 1 to Item #22-0481
Aviation Grant Agreement

Project No.	SAF-23-01-01
Contract No.	AVA1451
Vendor No.	0000054360

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the City of Santa Fe, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The State funding under Section 1, of the original agreement is deleted and replaced with the following:

   $162,715

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is $162,715

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Amendment as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Nov 8, 2023 19:08 MST)

JOHN BLAIR, CITY MANAGER

DATE: Nov 8, 2023

ATTEST:

Geralyn Cardenas (Nov 15, 2023 12:17 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Kevin L Nault (Nov 3, 2023 16:19 MDT)

ASSISTANT CITY ATTORNEY

Emily K. Oster
Emily K. Oster (Nov 7, 2023 16:57 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.490150 AH
Org.Name/Org.# AH

EXHIBIT B
PLEASE OMIT CENTS

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	SPONSOR'S FUNDS	STATE FUNDS REQUESTED	OTHER FUNDS (SOURCE)
		$ -			
1	SAF-23-01 - AIRFIELD MARKINGS	$ 86,500	$ 8,650	$ 77,850	
		$ -			
2	SAF-23-01 - AMENDMENT 1	$ 94,295	$ 9,430	$ 84,865	
		$ -			
		$ -			
		$ -	

Lucero, Jane, DOT

From: HARRIS, JAMES C. <jcharris@santafenm.gov>
Sent: Tuesday, October 31, 2023 12:18 PM
To: Lucero, Jane, DOT
Cc: NAULT, KEVIN L.; MANTLE, ALLAN P.; Moran, Daniel, DOT
Subject: [EXTERNAL] RE: Marking

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good morning Jane,

We currently have a marking grant (SAF-23-01). During our 2023 annual Part 139 inspection, it was found that markings were inconsistent with FAA requirements. An engineer's estimate of the needed markings was sent in previous emails. I am requesting an amendment to grant SAF-23-01 for the additional amount outlined in the estimate.

Please let me know if you have any questions or concerns.

Respectfully,

James Harris
Airport Manager

SANTA FE
REGIONAL AIRPORT

121 Aviation Drive
Santa Fe, NM 87507

Office: 505-955-2901
Cell: 505-479-2208
Email: jcharris@santafenm.gov

"Your most unhappy customers are your greatest source of learning."
- Bill Gates-

From: MANTLE, ALLAN P. <apmantle@santafenm.gov>
Sent: Monday, October 30, 2023 4:18 PM
To: Lucero, Jane, NMDOT <jane.lucero@dot.nm.gov>
Cc: HARRIS, JAMES C. <jcharris@santafenm.gov>
Subject: Fwd: Marking

Engineer's estimate is attached.

Thank you Jane!

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Kent Freier <kfreier@molzencorbin.com>
Sent: Wednesday, October 25, 2023 3:41:51 PM
To: MANTLE, ALLAN P. <apmantle@santafenm.gov>
Subject: Marking

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



MOLZENCORBIN

505 242 5700 Tel
505 242 0673 Fax
2701 Miles Road SE
Albuquerque, NM 87106

MolzenCorbin.com

Kent S. Freier P.E., CFM, CM
Vice President
505 228 0732 Cell

A-1330
Updated 04/2019
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

NMDOT

Date: Aug 19,2022

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE. CITY OF

Address: PO BOX 909

City: SANTA FE NM Zip Code: 87504

The Sponsor must print and mail (3) three copies all with original signatures to:

NMDOT - AVIATION DIVISION
3501 ACCESS RD. C
ALBUQUERQUE, NM 87106

Participation: STATE ONLY

Funding Breakdown: 90-10

Contract No. AVA1451

Project No. SAF-23-01

Vendor No. 0000054360

Expiration Date 9/13/2024

Purchase Order No: 0000366936

DocuSign Envelope ID: 66609B78-B3E9-44BC-B6D9-113855EF9AF8

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

MARKINGS

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State		Sponsor		Other		Total
$	77,850	$	8,650	$	0	$	86,500

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

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i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

DocuSign Envelope ID: 66609B78-B3E9-44BC-B6D9-113855EF9AF8

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

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c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.

d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.

e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.

f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.

g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

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

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

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

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

19. Applicable Law.
The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name:	Daniel R. Moran
Title:	Finance & Administrative Manager
Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
Office:	(505) 244-1788 ext. 9112
Fax:	(505) 244-1790
E-mail:	dan.moran@state.nm.us

Name	BOBBI HUSEMAN			
Title	AIRPORT MANAGER			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone	+1 (505) 955-2290	Fax		
E-Mail	bjhuseman@santafenm.gov			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Justin Reese
78B5F2DB5F72463...
Cabinet Secretary or Designee

Date: 9/13/2022

Recommended by:

DocuSigned by:
By: Pedro Rael
C6675C3211D34C0...
Aviation Division Director
or Designee

Date: 9/12/2022

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

DocuSigned by:
By:
C760CEC1625D488...
Assistant General Counsel

Date: 9/13/2022

SPONSOR

Print Name: John Blair

By: John Blair
John Blair (Aug 31, 2022 13:06 MDT)

Date: 08/31/2022

Title: City Manager

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Oct 3, 2022

ATTEST:

KRISTINE BUSTOS-MIHELCIC
CITY CLERK
GB MTG 09/28/2022

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Aug 31, 2022 16:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 2, 2022 23:01 MDT)

EMILY OSTER, FINANCE DIRECTOR

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DocuSign Envelope ID: 66609B78-B3E9-44BC-B6D9-113855EF9AF8

EXHIBIT B

Santa Fe Municipal Airport
2022 Pavement Markings

RW 3-21							
Marking							
Item	Description					Quant.	Un. Pr.	Amount
0001	Mob. For Oblit/erad of Pvmt Mrks				MI	60.00	5.50	330.00
0002	Mobilization for Airport Marking				MI	60.00	8.50	510.00
0003	Airport marking, Type I and Type II Paint, including layout to 20,999 sf				SF	-	0.685	-
0004	Airport marking, Type I and Type II Paint, including layout to 21,000 sf to 35,999 SF				SF	-	0.605	-
0005	Airport marking Type I and Type II Paint, including layout 36,000 SF or greater				SF	78,349.00	0.525	41,133.23
0006	Airport marking Type III Paint, including layout 36,000 SF or greater				SF		0.777	-
0007	Airport marking Type III Paint, including layout 36,000 SF or greater				SF	-	0.693	-
0008	Airport marking Type III Paint, including layout 36,000 SF or greater				SF	-	0.677	-
0009	Temporary Airport Marking, Including Layout, applied at 30% -50% of Specified Application Rate				SF	-	0.495	-
0010	Surface Painted Hold Signs Airfield Markings, Including Layout				SF	1,450.68	3.750	5,440.03
0011	Type I-Gradation a glass spheres, independent of specif airport location				LB	-	0.700	-
0012	Type III-Airport glass spheres, minimum independent of specific airport location				LB	-	4.500	-
0013	Type IV-Airport glass spheres, minimum independent of specific airport location				LB	4,074.85	1.200	4,889.81
0014	Eradication of Pavement Markings				SF	2,545.00	1.95	4,962.75
0015	Traffic control runway closed X's				EA	6.00	500.00	3,000.00
0016	Traffic Control low profile barricades				EA	15.00	100.00	1,500.00
	Black (Subtract from total for bead calc.)					33,957.67		
	Airport marking Type I and Type II Paint, including layout 3					45,842.01		
	90sf/gal	90.00	509.36	gal paint				
	8lb/gal	8.00	4,074.8	lb beads				
	Total Marking							61,435.82
	NMGRT						8.1875%	5,030.06
	Total Marking							66,465.88

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Friction Test	-

	Summary:							
	Surface Seal							-
	Marking							66,465.88
	Crack Seal							-
	Friction Test							-
	Engineering design/observation							20,000.00
	IFE							-
	DBE							-
	Total							**86,465.88**

FAA	0.000%	-
State	90.000%	77,819.29
City	10.000%	8,646.59

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SPA Information

Marking:			HS	SB
0001	Mob. For Oblit/erad of Pvmt Mrks	MI	5.50	12.00
0002	Mobilization for Airport Marking	MI	8.50	110.00
0003	Airport marking, Type I and Type II Paint, including layout to 20,999 sf	SF	0.685	0.85
0004	Airport marking, Type I and Type II Paint, including layout to 21,000 sf to 35,999 SF	SF	0.605	0.75
0005	Airport marking Type I and Type II Paint, including layout 36,000 SF or greater	SF	0.525	0.65
0006	Airport marking Type III Paint, including layout 36,000 SF or greater	SF	0.777	0.80
0007	Airport marking Type III Paint, including layout 36,000 SF or greater	SF	0.693	0.80
0008	Airport marking Type III Paint, including layout 36,000 SF or greater	SF	0.677	0.75
0009	Temporary Airport Marking, Including Layout, applied at 30% -50% of Specified Application Rate	SF	0.495	0.75
0010	Surface Painted Hold Signs Airfield Markings, Including Layout	SF	3.750	4.50
0011	Type I-Gradation a glass spheres, independent of specif airport location	LB	0.700	1.50
0012	Type III-Airport glass spheres, minimum independent of specific airport location	LB	4.500	5.00
0013	Type IV-Airport glass spheres, minimum independent of specific airport location	LB	1.200	2.00
0014	Eradication of Pavement Markings	SF	1.950	3.00
0015	Traffic control runway closed X's	EA	500.00	1,500.00
0016	Traffic Control low profile barricades	EA	100.00	500.00

20-00000-21-00034
1/21/22-1/20/23

AA 0000011297
Highway Supply, LLC
6221 Chappell Rd.. NE
Albuquerque, NM 87113
505-345-8295

AB 0000049822
San Bar Construction Corp.
9101 Broadway SE
Albuquerque, NM 87105
505-452-8000

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Marking Quantities

2-20		L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
CL		120.00	3.00	39.00	14,040.00		4,797.00			
RW Edge		8,361.00	3.00	-	-		-			
	2	1.00	652.00	1.00	652.00		210.00			
	2	1.00	652.00	1.00	652.00		210.00			
	0	1.00	800.00	1.00	800.00		260.00			
				-	-					
Threshold		150.00	5.75	24.00	20,700.00		3,738.00			
Threshold		150.00	10.00	1.00	1,500.00		160.00			
Aiming		150.00	30.00	4.00	18,000.00		720.00			
TDZ		75.00	6.00	36.00	16,200.00		2,916.00			
Leadoff				-						
A		-	0.50	1.00	-		-			
G North		510.00	0.50	1.00	255.00		340.00			
G South		365.00	0.50	1.00	182.50		243.33			
G Through		388.00	0.50	1.00	194.00		258.67			
F, NE		432.00	0.50	1.00	216.00		288.00			
F, SE		382.00	0.50	1.00	191.00		254.67			
F, NW		503.00	0.50	1.00	251.50		335.33			
F, SW		380.00	0.50	1.00	190.00		253.33			
F Through		517.00	0.50	1.00	258.50		344.67			
D1, NE		552.00	0.50	1.00	276.00		368.00			
D1, SE		393.00	0.50	1.00	196.50		262.00			
D		-	0.50	-	-					

Hold Line	L, ft	W, ft	#	Area, sf	Notes	Black
A	150.00	1.00	1.00	150.00		400.00
G west	150.00	1.00	1.00	150.00		400.00
G east	150.00	1.00	1.00	150.00		400.00
F West	150.00	1.00	1.00	150.00		400.00
F East	150.00	1.00	1.00	150.00		400.00
D1	150.00	1.00	1.00	150.00		400.00
D	150.00	1.00	1.00	150.00		400.00

SPHPS	L, ft	W, ft	#	SPH Area, sf	Notes	Black
A	15.50	12.50	1.00	193.75	20	
G East	12.50	18.35	1.00	229.38	2-20	
G West	12.50	18.35	1.00	229.38	20-2	
F East	12.50	18.35	1.00	229.38	2-20	
F West	12.50	18.35	1.00	229.38	20-2	
D1	12.50	18.35	1.00	229.38	2-20	
D	15.50	7.10	1.00	110.05	2	
			-	-		

Enhanced	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
A	150.00	4.00	1.00			600.00			
	384.00	1.00	1.00	384.00					
G East	150.00	4.00	1.00			600.00			
	384.00	1.00	1.00	384.00					
G West	55.00	4.00	1.00			220.00			
	240.00	1.00	1.00	240.00					
F East	150.00	4.00	1.00			600.00			

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	384.00	1.00	1.00	384.00			
F West	150.00	4.00	1.00		600.00		
	384.00	1.00	1.00	384.00			
D1	150.00	4.00	1.00		600.00		
	384.00	1.00	1.00	384.00			
D	150.00	4.00	1.00		600.00		
	384.00	1.00	1.00	384.00			
Total for 2-20				78,349.00	22,579.00	1,450.68	-

15-33	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
CL	120.00	3.00	-	-		-			
RW Edge	6,300.00	3.00	-	-		-			
1	1.00	318.00	-	-		-			
5	1.00	750.00	-	-		-			
3	1.00	633.00	-	-		-			
3	1.00	633.00	-	-		-			
Threshold	150.00	5.75	-	-		-			
Threshold	100.00	10.00	-	-		-			
Aiming	150.00	30.00	-	-		-			
Leadoff			-						
TW G									
TW F NE	342.00	0.50	-	-		228.00			
TW F NW	350.00	0.50	-	-		233.33			
TW F Through	450.00	0.50	-	-		300.00			
TW D NE	392.00	0.50	-	-		261.33			
TW D SE	450.00	0.50	-	-		300.00			
TW D NW	380.00	0.50	-	-		253.33			
TW D SW	410.00	0.50	-	-		273.33			
TW D Through	550.00	0.50	-	-		366.67			
TW C	-	0.50	-	-		-			

Hold Line	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
G	234.00	1.00	-	-		624.00			
F East	150.00	1.00		-		400.00			
F West	105.00	1.00	-	-		280.00			
D East	150.00	1.00	-	-		400.00			
D West	150.00	1.00	-	-		400.00			
C	444.00	1.00	-	-		1,184.00			
			-						
SPHS	L, ft	W, ft	#				SPH Area, sf	Notes	Black
G	15.50	11.75	-				-	15	
F East	12.50	21.80	-				-	33-15	
F West	12.50	21.80	-				-	15-33	
D East	12.50	21.80					-	33-15	
D West	12.50	21.80	-				-	15-33	
C	15.50	12.37	-				-	33	

Enhanced	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
G	150.00	4.00							
	384.00	1.00	-	-					
F East	150.00	4.00				-			

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	384.00	1.00	-	-					
F West	55.00	4.00	-		-				
	240.00	1.00	-	-					
D East	150.00	4.00	-		-				
	384.00	1.00	-	-					
D West	150.00	4.00	-		-				
	384.00	1.00	-	-					
C	150.00	4.00	-		-				
	384.00	1.00	-	-					
G Eradicate	150.00	4.00	-		-				
	384.00	1.00	-	-					
C Eradicate	150.00	4.00	-		-				
	384.00	1.00	-	-					
Total 15-33				-	5,504.00	-		-	

10-28	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
CL	120.00	1.50	-	-		-			
RW Edge	6,300.00	1.50	-	-		-			
1	1.00	318.00	-	-		-			
0	1.00	800.00	-	-		-			
2	1.00	652.00	-	-		-			
8	1.00	880.00	-	-		-			
Threshold	150.00	5.75	-	-		-			
Threshold	100.00	10.00	-	-		-			
Aiming	150.00	30.00	-	-		-			
Leadoff									
TW F	-	0.50	-	-		-			
TW F1	375.00	0.50	-	-		250.00			
TW F2	330.00	0.50	-	-		220.00			
TW F2	330.00	0.50	-	-		220.00			
TW F3	330.00	0.50	-	-		220.00			
TW F3	330.00	0.50	-	-		220.00			
TW D NE	447.00	0.50	-	-		298.00			
TW D SE	355.00	0.50	-	-		236.67			
TW D NW	348.00	0.50	-	-		232.00			
TW D SW	330.00	0.50	-	-		220.00			
TW D Through	325.00	0.50	-	-		216.67			
TW C East	302.00	0.50	-	-		201.33			
TW C West	-	0.50	-	-		-			
TW C Through	330.00	0.50	-	-		220.00			
TW A	-	0.50	-	-		-			

Hold Line	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
F	105.00	1.00	-	-		280.00			
F1	105.00	1.00	-	-		280.00			
F2	105.00	1.00	-	-		280.00			
F3	105.00	1.00	-	-		280.00			
D East	150.00	1.00	-	-		400.00			
D West	150.00	1.00	-	-		400.00			
C East	150.00	1.00	-	-		400.00			
C West	150.00	1.00	-	-		400.00			
A	150.00	1.00	-	-		400.00			

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SPHS	L, ft	W, ft	#			SPH Area, sf	Notes	Black
F	15.50	11.75	-			-	10	
F1	12.50	22.40	-			-	28-10	
F2	12.50	22.40	-			-	28-10	
F3	12.50	22.40	-			-	28-10	
D East	12.50	22.40	-			-	28-10	
D West	12.50	22.40	-			-	10-28	
C East	12.50	22.40	-			-	28-10	
C West	12.50	22.40	-			-	10-28	
A	15.50	12.37	-			-	28	

Enhanced	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
F	150.00	4.00	-			-			
	384.00	1.00	-	-					
F1	150.00	4.00	-			-			
	384.00	1.00	-	-					
F2	55.00	4.00	-			-			
	240.00	1.00	-	-					
F3	150.00	4.00	-			-			
	384.00	1.00	-	-					
D East	150.00	4.00	-			-			
	384.00	1.00	-	-					
D West	150.00	4.00	-			-			
	384.00	1.00	-	-					
C East	150.00	4.00	-			-			
	384.00	1.00	-	-					
C West	150.00	4.00	-			-			
	384.00	1.00	-	-					
A	150.00	4.00	-			-			
	384.00	1.00	-	-					
Total 10-28				-		5,874.67	-		-

TW A CL	L, ft	W, ft	#	Area, sf	Notes	Black	SPH Area, sf	Notes	Black
20 to 28	6,048.00	0.50	-	-		-			
Hold Apron Ed	16.00	0.50	-	-		-			
Apron Wing Ti	215.00	1.00	-	-		-			
TW J North	172.00	0.50	-	-		-			
TW J South	110.00	0.50	-			-			
Far N Apron	110.00	0.50	-	-		-			
Far N Apron	110.00	0.50	-	-		-			
N Apron	110.00	0.50	-	-		-			
N Apron	110.00	0.50	-	-		-			
Airline	110.00	0.50	-	-		-			
Airline	110.00	0.50	-	-		-			
Airline	110.00	0.50	-			-			
Airline	110.00	0.50	-	-		-			
Movement	1,581.75	0.50	-	-		-			
To Apron @ D	125.00	0.50	-	-		-			
To Apron @ D	125.00	0.50	-	-		-			
To Apron @ D/	125.00	0.50	-	-		-			

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To Apron @ D/	125.00	0.50	-	-		-			
Total				-		-			

TW D CL	L, ft	W, ft	#	Area, sf	Notes	Black, 4"	SPH Area, sf	Notes	Black
02 to TW A	4,542.00	0.50	-	-		-			
Hold Apron Ed	15.00	0.50	-	-		-			
Apron Wing Ti	300.00	1.00	-	-		-			
	-	0.50	-	-		-			
	-	0.50	-	-		-			
Total				-		-			

TW G CL	L, ft	W, ft	#	Area, sf	Notes	Black, 4"	SPH Area, sf	Notes	Black
15 to TW A	2,572.00	0.50	-	-		-			
Hold Apron Ed	15.00	0.50	-	-		-			
Apron Wing Ti	230.00	1.00	-	-		-			
Eradicate	450.00	0.50	-	-		-			
	-	0.50	-	-		-			
Total				-		-			

TW C CL	L, ft	W, ft	#	Area, sf	Notes	Black, 4"	SPH Area, sf	Notes	Black
33 to TW A	3,110.00	0.50	-	-		-			
Hold Apron Ed	15.00	0.50	-	-		-			
Apron Wing Ti	230.00	1.00	-	-		-			
Eradicate	385.00	0.50	-	-		-			
	-	0.50	-	-		-			
Total				-		-			

TW F CL	L, ft	W, ft	#	Area, sf	Notes	Black, 4"	SPH Area, sf	Notes	Black
10 to TW A	4,871.00	0.50	-	-		-			
F1	175.00	0.50	-	-		-			
F2	175.00	0.50	-	-		-			
F2	100.00	0.50	-	-		-			
F3	175.00	0.50	-	-		-			
F3	100.00	0.50	-	-		-			
	-	0.50	-	-		-			
Total				-		-			

Apron	L, ft	W, ft	#	Area, sf	Notes	Black, 4"	SPH Area, sf	Notes	Black
Box	665.00	3.00	-	-		-			
Parking 1	455.00	0.50	-	-		-			
Parking 2	155.00	0.50	-	-		-			
Parking 3	185.00	0.50	-	-		-			
Total				-		-			
Total all				78,349.00		33,957.67	1,450.68		

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	11/15/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2360002	94,295	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	5450407	490150	AIR2360002	(84,865)	
				$ 9,430	$ -

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

Amendmenet to NMDOT Grant # SAF-23-01 will be used for markings on the airfield.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(9,430)
TOTAL:	**(9,430)**

Kelly Bynon — 11/15/2023
Prepared By *{print name}* — Date

James Harris — Nov 15, 2023
Division Director Signature *{optional}* — Date

Layla Archuletta Maestas — Nov 15, 2023
Layla Archuletta Maestas (Nov 15, 2023 16:08 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Nov 16, 2023
Andy Hopkins (Nov 16, 2023 12:39 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: n/a Procurement # (RFP/ITB# If any):

Contractor: The City of Santa Fe is the Contractor with the NM Department of Transportation - this is a Grant Agreement

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☑

Description/Title: SAF-23-01 Amendment No. 1 Santa Fe Regional Airport - Aviation Grant Agreement from NM DOT for markings on the airfield.

Contract: ○ Agreement: ◉ Lease/Rent: ○ Amendment: ○

Term Start Date: upon execution Term End Date: two years from effective date Total Contract Amount: $180,795

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: n/a

1.b Amendment #: to the Original Contract/Lease #

Increase/(Decrease) Amount $:

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

This is not a procurement, it is a grant contract agreement for funds being provided by NM Department of Transportation for terminal expansion and infrastructure. The original amount awarded was $86,500. Santa Fe Regional Airport was awarded an additional $94,295 to cover the cost of striping the airfield.

3. Procurement History: n/a

Purchasing Officer Review: Date: Nov 7, 2023

Comment & Exceptions: This is a grant agreement for funding coming into the City of Santa Fe.

4. Funding Source: New Mexico Department of Transportation - NM Section 64-1-13 **Org / Object:** 5450407/490150 (Revenue)

Andy Hopkins (Nov 7, 2023 09:35 MST)

Budget Officer Approval: Date: Nov 7, 2023

Comment & Exceptions:

5. Grant History (if applicable): SAF-23-01 Santa Fe Regional Airport - Aviation Grant Agreement from NM DOT for Markings on the airfield

Grants Administrator Approval: Cheryl James (Nov 7, 2023 14:54 MST) **Date** Nov 7, 2023

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2900

Email:

To be recorded by City Clerk:

Clerk #

Date of Execution:

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

City of Santa Fe, New Mexico
Memorandum

DATE: **November 14, 2023**

TO: **Governing Body: December 13, 2023**
Quality of Life Committee: December 6, 2023
Finance Committee: December 4, 2023

VIA: **Emily Oster, Finance Department Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown
Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd

FROM: **Cody Minnich, Project 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) Service Agreement in the Total Amount of $800,000 for the Lamplighter Motel Conversion Project to Extend the Term through December 31, 2024; Bella Luz Apartments 2022, LLLP; (Cody Minnich, Project Manager, Office of Affordable Housing, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:
Affordable Housing Trust Funds (AHTF) are sourced from various channels, including developer fees, pre-inclusionary housing agreements, payoffs of City-held liens, and land sales from Tierra Contenta. These funds are dedicated to financing projects and initiatives aimed at providing affordable housing for income-qualified individuals. The eligible housing activities are explicitly detailed in SFCC Chapter 26-3. Allocation decisions are guided by the housing priorities outlined in the City's Five-Year Strategic Housing Plan and are subject to oversight by the NM Mortgage Finance Authority to ensure compliance with the NM Affordable Housing Act. Importantly, AHTF is exclusively earmarked for affordable housing endeavors, covering both capital expenses and direct financial aid to eligible beneficiaries. Given that AHTF funds are locally generated, their utilization criteria can be tailored to better address the unique needs of Santa Fe.

The City of Santa Fe and the Office of Affordable Housing issued a Request for Applications on October 15, 2021, seeking proposals to address housing challenges faced by individuals experiencing homelessness, those at risk of homelessness, or residing in precarious or unsuitable conditions. This includes individuals facing potential housing loss due to eviction, foreclosure, safety concerns, or inadequate living conditions, encompassing both homeowners and renters facing significant financial burdens.

Responding to the RFA, Bella Luz Apartments submitted an application and was granted $800,000 from the AHTF to support their Lamplighter motel conversion project. The initiative involves transforming a property with 62 rooms and 16 studio apartments into 58 units of affordable housing. These units will be made available to households earning below 80% of the Area Median Income (AMI), with up to 25% reserved for special needs populations. AHTF funds are being allocated to cover soft costs associated with the project, including developer, architectural, and design fees.

Facing challenges inherent in the development process, such as protracted entitlement procedures and the need for asbestos remediation, Bella Luz formally requested an extension to the AHTF agreement to ensure sufficient time to expend the funds.

City of Santa Fe, New Mexico
Memorandum

PROCUREMENT METHOD:
The procurement method is RFA #22/01/R.

CONTRACT NUMBER:
The Munis contract number is 3203618.

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

AH
AH

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

Item#_____
Munis Contract#3203618
Original Contract Item# 22-0298
RFA #: 22/01/R

CITY OF SANTA FE
AMENDMENT No. 1 TO
Contract #3203618
ITEM# 22-0298

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated July 5, 2022(the "Contract"), between the City of Santa Fe (the "City") and **Bella Luz Apartments 2022, LLLP**. (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:

Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and shall terminate on December 31, 2024

2.CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

_____
JEFFREY M. CURRY
MEMBER-JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

CRS# 02-023933-00-5

Registration # 232412

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 17, 2023 12:59 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER
FINANCE DIRECTOR

2400223.510500 AH
Org. Name/Org.# AH

Bella Luz - Amendment_Final Redlined CAO

Final Audit Report 2023-11-17

Created:	2023-11-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABuSUjLmOTDazirI6Ai-EOFV8a_aY7yc8

"Bella Luz - Amendment_Final Redlined CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2023-11-17 - 7:58:35 PM GMT

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2023-11-17 - 7:59:17 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2023-11-17 - 7:59:31 PM GMT

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2023-11-17 - 7:59:50 PM GMT - Time Source: server

Agreement completed.
2023-11-17 - 7:59:50 PM GMT

Item# 22-0298
Munis Contract# 3203423

CITY OF SANTA FE
SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after **referred to as the "City", and Bella Luz Apartments 2022, LLLP, herein after referred to as the "Contractor."**

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as a provider of affordable housing programming, rendering services related to providing affordable support services and subsidy for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of one and a half years, as directed by the City.

IT IS MUTUALLY 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. Utilize funds to pay soft costs associated with the rehabilitation and configuration of the Lamplighter Inn into 58 units of affordable housing for households earning 80% AMI or less. Eligible costs for these funds may include and are limited to:

a. Developer fees
b. Architectural and Design fees
c. Feasibility studies, such as traffic studies, geotechnical studies, or environmental reviews
d. Land and real estate costs, such as legal fees, appraisal fees, surveys, inspections, and permits

e. Insurance fees
f. Other reasonable costs may submitted for approval to the City as required by project conditions.

B. Submit a final budget for the City's approval for use of these funds 30 days after contract is executed. The Contractor is required to submit invoices for expenses incurred that correspond to the approved budget.

C. 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.

D. 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.

E. Professional Certifications

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

b. 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. **Performance of Services**

A. The Consultant will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

B. The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personn80el, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and it's designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

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

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

3. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed eight hundred thousand dollars ($800,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($800,000). 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.

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 **December 31, 2023**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after

payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor’s

representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

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

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

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible

personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not

profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Bella Luz Apartments 2022, LLLP
c/o JL Gray Company
2407 W. Picacho Ste A1
Las Cruces, NM 88007

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: Santa Fe Community Housing Trust

42. **Succession**

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

43. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **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.

45. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
DATE: Jul 5, 2022

CONTRACTOR:
BELLA LUZ APARTMENTS
2022, LLLP

JEFFREY M. CURRY
MEMBER- JL PROPERTIES
GENERAL PARTNER OF
BELLA LUZ APARTMENTS
2022 LLLP

New Mexico Taxation and
Revenue Dept
CRS# 02-023933-00-5

City of Santa Fe Business
Registration # 232412

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK
GB MTG 06/29/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 8, 2022 14:23 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 5, 2022 11:12 MDT)
ALEXIS LOTERO
ACTING FINANCE DIRECTOR

2400223.510500 AH
Org.Name/Org.# AH

City of Santa Fe, New Mexico
Memorandum

DATE: **June 7, 2022**

TO: **Governing Body, June 29, 2022**
Finance Committee, June 20, 2022
Quality of Life, June 15, 2022

VIA: **John W Blair, City Manager**
Alexis Lotero, Interim Finance Department Director
Fran Dunaway, Chief Procurement Officer
Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd (Jun 7, 2022 12:13 MDT)
Richard Brown, Director, Community and Economic Development Richard Brown

FROM: **Cody Minnich, Housing Grant Manager**

ITEM AND ISSUE:
Request for the Approval of the Service Agreement in the Total Amount of $800,000 for the Lamplighter Inn project; (Bella Luz, LLLP); (Cody Minnich, cjminnich@santafenm.gov, (505) 955-6574)

BACKGROUND AND SUMMARY:
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 RFA #22/01/R, a balance of $3,000,000 in the AHTF was made available. Applications were reviewed and funding recommendations were made by the City's Community Development Commission (CDC) at the CDC Meeting on March 2nd. 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.

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:

GRANTEE	REQUESTED	RECOMMENDED
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
TOTAL	**$4,834,714.00**	**$3,000,000.00**

Bella Luz, LLLP – Lamplighter

Amount Requested: $1,037,339
Amount Recommended: $800,000
Funds will support the acquisition and rehabilitation of motel property to house renters who are unstably housed, transitioning out of homelessness, or workforce renters. The property will be converted from 62 rooms and 16 studio apartments to 58 units of affordable housing available to households earning under 80% AMI with up to 25% of said units being available to special needs populations. AHTF funds will support soft costs associated with this project, such as developer, architectural, and design fees.

PROCUREMENT METHOD:
The procurement method is the RFA # 22/01/R which expires June 30, 2023.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203423.

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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203423**

Contractor: **Bella Luz - Lamplighter Project**

Description: **Funds will support the acquisition and rehabilitation of motel property to house renters who are unstably housed, transitioning out of homelessness, or workforce renters. The property will be converted to 58 units of affordable housing**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon Approval** Term End Date: **12/31/2023**

☐ 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: $800,000 (RFA-22/01/R)

3. **Procurement History:** _____

JoAnn Lovato — JoAnn Lovato (Jun 9, 2022 14:43 MDT) — Jun 9, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: RFA issued in Oct21 but contractor lagged when sending license thus a delayed contract start.

4. **Funding Source:** **240** **Org / Object:** **2400223.510500**

Andy Hopkins — Andy Hopkins (Jun 9, 2022 15:10 MDT) — Jun 9, 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: JL Gray - Lamplighter

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	06/07/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jun 9, 2022 14:43 MDT)	Contracts Supervisor	Jun 9, 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: BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

Business Location: 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

CRS Number: 03581126009

Owner: Jeff Curry

License Number: 232412

License Type: Business License - Renewable

Issued Date: March 24, 2022

Classification: Out of Jurisdiction Business License

Expiration Date: March 24, 2023

Fees Paid: $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cecelia Novak	
USI Insurance Services, LLC 222 S.Riverside Plaza, Suite 900 Chicago, IL 60606 312 442-7200	PHONE (A/C, No, Ext): 312 442-7200	FAX (A/C, No):
	E-MAIL ADDRESS: cecelia.novak@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Federal Insurance Company	20281
INSURER C : Gemini Insurance Company	10833
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3AA660556	04/11/2023	04/11/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	Terrorism Excluded						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$Not Covered
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EZXS3111940	04/11/2023	04/11/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	D&O-EPLI-CRIME			82255792	06/30/2023	06/30/2024	$1MM D&O; $2MM Crime	
C	Professional Liab			VNPL013473	06/30/2023	06/30/2024	$2,000,000	

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER

City of Santa Fe
POO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CXNAR

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Doug Jones (for Paychex) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale AZ 85267	PHONE (A/C, No, Ext): (888) 627-4735	FAX (A/C, No):
	E-MAIL ADDRESS: PEO_WorkComp@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23FL9751156146 **REVISION NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 29-38-687-21	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 81294-JLGRAY-CO-MGMT	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
JL Gray Company Inc
1816 E Mojave St
Farmington, NM 87401

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203423 Procurement # (RFP/ITB# If any): RFA 22/01/R

Contractor: Bella Luz - Lamplighter

Procurement Method: *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐

Description/Title: Lamplighter - Converting 58 units of affordable housing

Contract: ○ Agreement: ○ Lease/Rent: ○ Amendment: ◉

Term Start Date: Upon Approval Term End Date: 6/30/2025 Total Contract Amount: $800,000

☑ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease:

1.b Amendment #: 1 to the Original Contract/Lease # 3203423

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: June 30, 2025

☑ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: 6/29/2022

Amendment is for: Extend term to June 30, 2025

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

Original Contract: $800,000 (RFA - 22/01/R)
Amendment #1: Extending term to June 30, 2025

3. Procurement History: _____

_____ Nov 22, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: 240 **Org / Object:** 2400223.510500

Andy Hopkins
Andy Hopkins (Nov 20, 2023 09:51 MST)

Nov 20, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Roberta Catanach Phone #: 505-955-6421

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

Email: rlcatanach@santafenm.gov

_____

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: **Bella Luz - Lamplighter**

Procurement/contract Title: **RFA 22/01/R**

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt:

☐Small Purchase (Contract Under $60,000) ☒Other: AHTF

Requesting Department: Affordable Housing Staff Name: Roberta Catanach

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP (include ECR)**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☒	☐	**Other: RFA**	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Business Registration (always)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Roberta Catanach — Department Point of Contact

Contract Admin — Title — 11/14/2023 — Date

Department Director — Date

Nov 22, 2023

Chief Procurement Officer — Date

ITT Representative — Title — Date

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

BUSINESS REGISTRATION

Business Name: BELLA LUZ APARTMENTS 2022 LLLP
DBA: BELLA LUZ APARTMENTS

Business Location: 2407 W PICACHO AVE STE. A1
LAS CRUCES, NM 88007

Owner: Jeff Curry

License Number: 232412

Issued Date: March 22, 2023

Expiration Date: March 22, 2024

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

BELLA LUZ APARTMENTS 2022 LLLP
2407 W PICACHO STE. A1
LAS CRUCES, NM 88007

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

Client#: 1540294 JLGRA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Cecelia Novak	
USI Insurance Services, LLC 222 S.Riverside Plaza, Suite 900 Chicago, IL 60606 312 442-7200	PHONE (A/C, No, Ext): 312 442-7200	FAX (A/C, No):
	E-MAIL ADDRESS: cecelia.novak@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Federal Insurance Company	20281
INSURER C : Gemini Insurance Company	10833
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JL Gray Company Inc.
1816 E Mojave St
Farmington, NM 87401-7425

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3AA660556	04/11/2023	04/11/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	Terrorism Excluded						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$Not Covered
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EZXS3111940	04/11/2023	04/11/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	D&O-EPLI-CRIME			82255792	06/30/2023	06/30/2024	$1MM D&O; $2MM Crime	
C	Professional Liab			VNPL013473	06/30/2023	06/30/2024	$2,000,000	

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

Lamplighter Motel- vacant buildings
2405 Cerrillos Road, Santa Fe, NM 87505
1324 Luana Street, Santa Fe, NM 87505
Named Insured: Bella Luz Apartments 2022 LLLP, and LLI Properties LLC Mortgagee/Loss Payee: LLI Properties LLC and Bella Luz Apartments 2022 LLLP ATIMA. Certificate holder is added as additional insured as respects GL and Umbrella

CERTIFICATE HOLDER

City of Santa Fe
POO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/24/2023

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PRODUCER	CONTACT NAME:	
Doug Jones (for Paychex) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale AZ 85267	PHONE (A/C, No, Ext): (888) 627-4735	FAX (A/C, No):
	E-MAIL ADDRESS: PEO_WorkComp@paychex.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Zurich Insurance Company	40142
INSURED Paychex PEO Holdings, LLC Alt. Emp: JL Gray Company Inc 2054 Vista Parkway Suite 300 West Palm Beach, FL 33411	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 23FL9751156146 **REVISION NUMBER:**

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NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 29-38-687-21	06/01/2023	06/01/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	Client# 81294-JLGRAY-CO-MGMT	

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

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JL Gray Company Inc
1816 E Mojave St
Farmington, NM 87401

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico
Memorandum

DATE: October 30, 2023

TO: Mayor Webber and Governing Body
Finance Committee
Quality of Life Committee

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Community and Economic Development Department Director
Johanna Nelson, Office of Economic Development Director JN
Kyra Ochoa, Community Health and Safety Department Director KO
Maria Sanchez-Tucker, Community Services Department Director MT

FROM: Casey Dalbor, Business Growth Manager CJD
Sophie Andar, Youth and Family Services Program Manager SA

ITEM AND ISSUE:
Request for the Approval of a Third Amendment to the American Rescue Plan Act (ARPA) Work-Based Learning to Reflect the City of Santa Fe Living Wage Ordinance and to reallocate of $153,800.00 of Project Budget from Bucket 5: Dropout Recovery Internships to Bucket 1: Youth/Senior Internships, Increasing the Number of Student Interns Paid through Bucket 1. (Casey Dalbor, cjdalbor@santafenm.gov, 505.955.6912; Sophie Andar, sxandar@santafenm.gov, 505.690.3855).

BACKGROUND AND SUMMARY:
The City of Santa Fe is a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award. The Office of Economic Development in partnership with the Youth and Family Services Division is administering $797,600.00 of ARPA funds for mentorship and job training to support high school students, including those who are at high risk for violence. APRA funds are supporting the participating schools' Work-Based Learning Program operations and services, including business outreach, mentorship, soft and life skills training, internship placement, paid internships, measurement, and required reporting.

Effective March 1, 2023, the City of Santa Fe Living Wage Ordinance requires employers to pay employees a minimum hourly wage of $14.03 per hour. Exhibit A. of the City of Santa Fe contract with the Santa Fe Public Schools Work-Based Learning program requires an amendment to reflect interns' $14.03 hourly wage. Also, strong program success to date has increased the demand for internships among eligible juniors and seniors, creating a need to make more funds available to employ more student interns.

PROCUREMENT METHOD:
City of Santa Fe follows the New Mexico Procurement Code (NMPC) and the City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

13-1-98 A NMPC/ #1 COSPM

1. *Procurement of items of tangible personal property of services by the City from a state agency, a local public body or external procurement until except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137.*

CONTRACT NUMBER:
The FY23 Munis contract number is 3203770.

PROJECT LEDGER:
The project ledger number is ECD222400C and COM222400G.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Community Development Fund/240
Munis Org Name/Number: Economic Development Programs/2402800
Munis Object Name/Number: Grants and Services/510340
Total: $639,267.00

And

Fund Name/Number: Human Services Fund/240
Munis Org Name/Number: Health and Human Services/2400122
Munis Object Name/Number: Grants and Services/510400
Total: $158,333.00

ACTION REQUESTED:
The Office of Economic Development and Community Health and Safety Department respectfully request your review and approval.

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203770 Procurement # (RFP/ITB# If any): _____

Contractor: Santa Fe Public Schools Work Based Learning Program

Procurement Method: *Small Purchase* RFP ☑ *ITB* *Sole Source* *GSA* *Cooperative* Exempt ☑

Description/Title: Amendment to reflect the City of Santa Fe Living Wage Ordinance and reallocate $153,800.00

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☑

Term Start Date: 11/01/2022 Term End Date: 06/30/2024 Total Contract Amount: $797,600.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: Professional Service Contract

1.b Amendment #: 3 to the Original Contract/Lease # 3203770

Increase/(Decrease) Amount $: $0

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: Reallocate $153,800.00 of project bucket from bucket 5:Dropout Recovery Internship

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

Amendment 1: Amendment to Contract between the City of Santa Fe and Santa Fe Public Schools for Work-Based Learning Programs.
Amendment 2: Delete Payment segmentation over months and Years.

3. Procurement History: _____

_____ Nov 15, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: _____ **Org / Object:** _____

Andy Hopkins
Andy Hopkins (Nov 6, 2023 10:07 MST) Nov 6, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: Cheryl James
Cheryl James (Nov 20, 2023 15:00 MST) **Date** Nov 20, 2023

Staff Contact who Completed This Form: _____ Phone #: _____

To be recorded by City Clerk:
Clerk # _____
Email: _____
Date of Execution: _____

_____

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Public Schools Work-Based Learning

Procurement/contract Title: The Recovery Funds Subrecipient Contract Between The City of Santa Fe and The Santa Fe Public Schools for Work-Based Learning Program

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Amendment

Requesting Department: Community Health and Safety Staff Name: Justin Gonzales

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP (include ECR)**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☐	☒	**Current Business Registration (always)**			
☐	☒	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Sophie Andar — Department Point of Contact

Poject Manager — Title — 10/31/2023 — Date

Kyra Ochoa — Department Director — 10/31/2023 — Date

Chief Procurement Officer — Nov 15, 2023 — Date

ITT Representative — Title — Date

Munis Contract #3202770
Item #

CITY OF SANTA FE
AMENDMENT No. 3 TO
THE RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN
THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS
FOR WORK-BASED LEARNING PROGRAM
ITEM#23-0011

This AMENDMENT No. 3 (the "Amendment") amends the RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM dated January 14, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Public Schools (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:

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) ALN 21.027 award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;

2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to the recipient's eligible workers of who are performing such essential work, or by providing grants to eligible employers eligible workers who perform essential work;

3. To provide government services, to the extent such recipient's revenue is reduced due

to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or

4. To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS this Agreement falls within the first statutory category:

A. Under the terms of the Agreement, Contractor has agreed to recruit and offer Work-Based Learning internship opportunities to diverse students.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. Scope of Work

Article 2 of the Agreement is amended as follows:

A. Exhibit A referenced therein is amended to reflect the City of Santa Fe Living Wage Ordinance, mandating a minimum wage of $14.03 per hour.

B. Exhibit A: Scope of Work is amended to reflect a reallocation of $153,800.00 from Bucket 5 to Bucket 1, increasing the number of student interns paid through Bucket 1.

Exhibit A shall be amended so that it reads as follows:

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM
EXHIBIT A: SCOPE OF WORK

COSF: Santa Fe WBL Project	Scope of Work	2022-2024	Budget Breakdown
Bucket 1: SPFS Juniors/Seniors Paid Internships	Screen, Select, & Place SFPS Junior and Senior high school student interns in Santa Fe, NM high-value industries	$499,600.00	80+ Students (*) $14.03/hour @ 260 hours
Bucket 2: 4 SFPS Mentors (Internship Teachers)	Internship Teacher Team at SFHS, CHS, ECO,DSA: Provide Employability Skills "Bootcamp" Training to intern cohort, including – Resume Building, Interview Skills, & Soft Skills. Weekly progress monitoring **with** interns during internship.	$50,667.00	4 Mentors(*) .14 FTE Position Based on Teacher Level Rate of Pay
Bucket 3: 1 Work-Based Learning (WBL) Specialist	Professional Support Staff: Develop and Implement - Student and Supervisor (Mentor) friendly online platforms; Internship Site Visits; other administrative duties as assigned	$158,333.00	1 Professional Staff Salary+ Benefits
	SUM	708,600.00	
SFPS: Partners			
Bucket 4: Business Outreach	Provide Business Connections & Warm Introductions: Engage, collaborate w/ WBL Coordinator. and pitch WBL program to 20+ business partners	$30,000	1 Professional Staff Salary+ Benefits
Bucket 5: Dropout Recovery Paid Internships	Recruit Students Ages 16-21 who have dropped out of school or referred by the SFPS District; Provide Group Internships through Earthcare	$59,000	20 Students(*) $14.03/hour at 240 hours
	SUM	$89,000.00	
	Grand Total	797,600.00	

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
SANTA FE PUBLIC SCHOOLS

_____
NAME

_____
TITLE

DATE:_____
CRS#_____
Registration # _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Rebecca Mnuk-Herrmann (Oct 16, 2023 14:26 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 22, 2023 17:14 MST)
EMILY OSTER, FINANCE DIRECTOR

2400122.510400 ($158,333)
2402800.510340 ($639,267)
Org. Name/Org.#

Item #23-0482

Munis Contract #3202770

CITY OF SANTA FE
AMENDMENT No. 2 TO
THE RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN
THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS
FOR WORK-BASED LEARNING PROGRAM
ITEM#23-0011

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRTACT dated January 11, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Public Schools. (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:

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) ALN 21.027 award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;

2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or

4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the first statutory category;

A. Under the terms of the Agreement, Contractor has agreed to recruit and offer Work-Based Learning internship opportunities to diverse students.

B. Pursuant to Article 7 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, Section A and B, of the Agreement is amended to delete the segmentation of payments by months and years and eliminate the provision of an advanced payment amount, so that Article 3, Section A and B, under Compensation reads in its entirety as follows below; in addition, due to changes in Section A and B, Article 3, Section C, is removed in its entirety:

A. The City Shall Pay the Contractor in full payment for services satisfactorily performed from contract start to June 2024 (see Exhibit A for breakdown) in an amount not to exceed $797,600.00, including gross receipts tax. The New Mexico gross receipts tax levied on the amount payable under this agreement shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $797,600.00. All payments under this Agreement are subject to the following provisions.

B. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All payment Invoices MUST BE received by the City no later than fifteen (15) days after

the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

1) Exhibit A shall be outlined as follows:

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM
EXHIBIT A: SCOPE OF WORK

COSF: Santa Fe WBL Project	Scope of Work	2022-2024	Budget Breakdown
Bucket 1: SPFS Juniors/Seniors Paid Internships	Screen, Select, & Place 60 SFPS Junior and Senior high school student interns in Santa Fe, NM high-value industries	$345,800	60 Students (*) $14/hour @ 260 hours
Bucket 2: 4 SFPS Mentors (Internship Teachers)	Internship Teacher Team at SFHS, CHS, ECO,DSA: Provide Employability Skills "Bootcamp" Training to intern cohort, including -- Resume Building, Interview Skills, & Soft Skills. Weekly progress monitoring with interns during internship.	$50,667	4 Mentors(*) .14 FTE Position Based on Teacher Level Rate of Pay
Bucket 3: 1 Work-Based Learning (WBL) Specialist	Professional Support Staff: Develop and Implement - Student and Supervisor (Mentor) friendly online platforms; Internship Site Visits; other administrative duties as assigned	$158,333	1 Professional Staff Salary+ Benefits
	SUM	$554,800	
SFPS: Partners			
Bucket 4: Business Outreach	Provide Business Connections & Warm Introductions: Engage, collaborate w/ WBL Coordinator. and pitch WBL program to 20+ business partners	$30,000	1 Professional Staff Salary+ Benefits
Bucket 5: Dropout Recovery Paid Internships	Recruit Students Ages 16-21 who have dropped out of school or referred by the SFPS District; Provide Group Internships through Earthcare	$212,800	40 Students(*) $14/hour at 240 hours
	SUM	$242,800	
	Grand Total	797,600	

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jul 31, 2023 20:05 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 31, 2023

CONTRACTOR:
SANTA FE PUBLIC SCHOOLS

NAME

Executive Director C+I
TITLE

DATE: 05-26-23
CRS#
Registration #

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 18, 2023 14:32 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 31, 2023 19:46 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.510400 ($158,333)
2402800.510340 ($639,267) AH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Pone & Associates Insurance Brokers
CA License #0814733
6700 Canoga Avenue
Woodland Hills, CA 91367

CONTACT NAME: Risk Services
PHONE (A/C, No, Ext): (800) 678-9802 FAX (A/C, No): (818)449-9448
E-MAIL ADDRESS: rservices@ponesasc.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : New Mexico Public Schools Insurance Authority — N/A
INSURER B : Safety National
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
New Mexico Public Schools Insurance Authority
Member: Santa Fe Public Schools
4110 OM Tano Highway
Santa Fe, NM 87591

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0025	07/01/2022	07/01/2023	EACH OCCURRENCE $ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) $ Tort Limit MED EXP (Any one person) $ Tort Limit PERSONAL & ADV INJURY $ Tort Limit GENERAL AGGREGATE $ Tort Limit PRODUCTS - COMP/OP AGG $ Tort Limit
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						Maximum Liability $ 1,050,000 COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
							Each Occurrence Maximum Liability

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

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=$750K

CERTIFICATE HOLDER

City of Santa Fe. Youth & Family Services
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ITEM #23-0133

Item#_23-0011_____
Munis Contract# 3202770

CITY OF SANTA FE
AMENDMENT No. 1 TO
THE RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN
THE CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS
FOR WORK-BASED LEARNING PROGRAM
ITEM#23-0011

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT dated January 11, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Public Schools. (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:

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) ALN 21.027 award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the first statutory category;

A. Under the terms of the Agreement, Contractor has agreed to provide the

B. Pursuant to Article 7 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. Exhibit "A" is amended to read as follows:

COSF: Santa Fe WBL Project	Scope of Work	2022-23	2023-24	Budget Breakdown/year
Bucket 1: SPFS Juniors/Seniors - Paid Internships	Screen, Select, & Place 60 SFPS junior and Senior high school student interns in Santa Fe, NM high-value industries	$127,400	$218,400	60 Students (*) $14/hour @ 260 hours (annual)
Bucket 2: 4 SFPS Mentors (Internship Teachers)	Internship Teacher Team at SFHS, CHS, ECO, DSA: Provide Employability Skills "Bootcamp" Training to intern cohort, including - Resume Building, Interview Skills, & Soft Skills. Weekly progress monitoring with interns during internship.	$18,667	$32,000	4 Mentors (*) .14 FTE Position Based on Teacher Level Rate of Pay (annual)
Bucket 3: 1 Work-Based Learning (WBL) Specialist	Professional Support Staff: Develop and Implement - Student and Supervisor (Mentor) friendly online platforms; Internship Site Visits; other administrative duties as assigned	$58,333	$100,000	1 Professional Staff Salary + Benefits (annual)
	SUM	$204,400	$350,400	
SFPS: Partners				
Bucket 4: Business Outreach	Provide Business Connections & Warm Introductions: Engage, collaborate w/ WBL Coordinator, and pitch WBL program to 20+ business partners	$30,000	$0	1 Professional Staff Salary + Benefits (annual)
Bucket 5: Dropout Recovery Paid Internships	Recruit Students Ages 16-21 who have dropped out of school or referred by the SFPS District; Provide Group Internships through Earthcare	$78,400	$134,400	40 Students (*) $14/hour at 240 hours (annual)
	SUM	$108,400	$134,400	
	Grand Total	**$312,800**	**$484,800**	

2. Exhibit "B" is amended to read as follows:

COSF: Santa Fe WBL Project	Performance Measurements
Bucket 1: SPFS Juniors/Seniors - Paid Internships	80% internship success rate; e.g., 48 out 60 interns will complete internship.
Bucket 2: 4 SFPS Mentors (Internship Teachers)	95% mentorship success rate; e.g., all mentors will complete internship roles and responsibilities.
Bucket 3: 1 Work-Based Learning (WBL) Specialist	1st year: Social Media Platforms 100+ followers. Website Analytics: 100+ viewers/users. Newsletter: 100+ Subscribers.
SFPS: Partners	
Bucket 4: Business Outreach	Deliver no fewer than 20 new business partners.
Bucket 5: Dropout Recovery Paid Internships	60% internship/graduation success rate; e.g. 24 out of 40 interns will complete internship and graduate.

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 Contract as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 3, 2023

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 03/29/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 27, 2023 08:16 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 3, 2023 12:47 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#

SFPS:

PETER MCWAIN, EXECUTIVE DIRECTOR FOR C&I

DATE: 02-23-23

CRS: N/A
Registration: N/A

City of Santa Fe, New Mexico
Memorandum

DATE: February 27, 2023

TO: Governing Body
Finance Committee
Quality of Life Committee
Economic Development and Advisory Committee
Public Works & Utilities Committee

FROM: Jason Grinage, Economic Development Specialist JG

CC: Rich Brown, Community Development Director
Johanna Nelson, Director, Office of Economic Development JN

ITEM AND ISSUE:
Amendment(s) to the American Rescue Plan Act (ARPA) Recover Funds Subrecipient Contract with Santa Fe Public Schools for work-based learning and paid internship programs under the US Treasury Guidelines: *1.11 Community Violence Intervention and 2.10 Assistance to Unemployed or Underemployed Workers* – to respond to the COVID-19 public health emergency or its negative economic impacts. Rich Brown, rdbrown@santafenm.gov , (505) 955-6625 and Julie Sanchez, jlsanchez@santafenm.gov (505) 955-6678, Jason Grinage, jxgrinage@santafenm.gov , (505)-955-6840)

BACKGROUND AND SUMMARY:

The City of Santa Fe is a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award. The Office of Economic Development in partnership with the Youth and Family Services Division is administering $797,600 of American Rescue Plan Act (ARPA) funding for, mentorship and job training, $639,267 is being allocated from Economic Development to the Santa Fe Public Schools toward the operation of a work-based learning, paid internship program geared towards public high school juniors, seniors, recent graduates, and unemployed graduates. The Youth and Family Services Division is contributing approximately $158,333 to support students who are at high risk for initiating violence.

In partnership with the Santa Fe Public Schools, the City will create a Youth Corps jobs training and workforce development program. The Youth Corps is a professional development, paid internship programs for youth interested in arts-based, trades and diversified industries leadership opportunities. Interested rising high school juniors, seniors and recent graduates living in the Santa Fe will be eligible to apply. The Youth Corps workforce development program strives to provide Santa Fe's youth a safe and meaningful opportunity to develop their skills, build a professional network, and prepare for the future.

The ARPA funds will provide the funding required for the school's operations and services, including business outreach, student mentoring, soft and life skills training, student internship placement, paid internships, measurement and required impact reports for a period from November 2022 through June 30, 2024.

CONTRACT NUMBER:
The FY20 Munis contract number is 3203770.

PROJECT LEDGER:
The project ledger number is ECD222400C and COM222400G.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Community Development Fund/ 240
Munis Org Name/Number: Economic Development Programs/2402800
Munis Object Name/Number: Grants and Services/510340
Total: $639,267

And

Fund Name/Number: Human Services Fund/ 240
Munis Org Name/Number: Health and Human Services/2400122
Munis Object Name/Number: Grants and Services/510340
Total: $158,333

ACTION REQUESTED:
The Office of Economic Development and Community Health and Safety Department respectfully requests your review and approval of the amendments to the CONTRACT. 1. Federal Title "ALN 21.027" added into the first sentence of RECITALS immediately after "(SLFRF)." 2. The naming convention of Exhibits A and B in the CONTRACT are to read as follows "Santa Fe WBL Project."

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203770

Contractor: Santa Fe Public School

Description: Amendment to Contract between the City of Santa Fe and Santa Fe Public Schools for Work-Based Learning Program

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 11/01/2022 Term End Date: 06/30/2024

☐ Approved by Council Date:

Contract / Lease: Amendment to the American Rescue Plan Act (ARPA) w/SFPS for WBL programs

Amendment # 1 to the Original Contract / Lease # 3203770

Increase/(Decrease) Amount $

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: Add 1. Federal Title to Recital, 2. Change title for both Exhibits A. and B.

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

Original Contract required title(s) update.

3. **Procurement History:**

Mar 2, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: 13-1-98 #A

4. **Funding Source:** Fund 240 **Org / Object:** 2402800/510340-2400122/510400

Andy Hopkins

Andy Hopkins (Mar 3, 2023 09:39 MST)

Mar 3, 2023

Budget Officer Approval: Date:

Comment & Exceptions ARPA Ledger Codes: COM222400G/ECD222400C/ECD222400D

Staff Contact who completed this form: Jason Grinage Phone # 505-819-1856

Email: jxgrinage@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: Santa Fe Public Schools

Procurement Title: Santa Fe WBL Project

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting Office of Economic Development **Staff Name** Jason Grinage

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: _____

Jason Grinage Department of Economic Development	Specialist	02/27/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
Contracts Supervisor		Mar 2, 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.

*

Item# 23-0011
Munis Contract# 3203770

RECOVERY FUNDS SUBRECIPIENT CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and the Santa Fe Public Schools herein after referred to as the "Contractor."

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the first statutory category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate; and

WHEREAS, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

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. The Agreement Administrator is the person selected by the City as the contact for this agreement.

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

D. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

E. "You" and "your" refers to the Santa Fe Public Schools. "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 work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance measures as outlined in Exhibit B.

C. The attached performance measurements are preliminary and are an estimated goal. The Agreement Administrator and Contractor will re-evaluate and agree upon performance measurements, on a quarterly basis to align realistic measures for the following year.

D. The Contractor will recruit and offer all Work-Based Learning internship opportunities to students that are interested in the internship program as categorized in the demographic distribution below:

a. Students with one or more disabilities
b. Low-Income Students
c. English Learners
d. Migratory Students
e. Students Experiencing Homelessness
f. American Indian/Alaska Native

g. Black or African American
h. Hispanic/Latino
i. White
j. Two or more races or mixed races

E. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

i. The Partner agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

ii. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
   a. Performance of an internet search on the individual; and
   b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

F. The Santa Fe Public Schools understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds.

3. Compensation

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

[For an hourly-rate based contract use the following language:]

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of $312,800 from November 2022 to June 2023, then $484,800 in the years July 2023 to June 2024 (see Exhibit A for breakdown) and then such compensation not to exceed ($312,800 by June 2023 and $484,800 by June 2024), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling

($312,800 from November 2022 to June 2023, then $484,800 in the years July 2023 to June 2024) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($797,600 from November 2022 to June 2024). All payments under this Agreement are subject to the following provisions.

B. B. Due to the nature of the Contractor's startup costs to implement the program, i.e., paid internships, business outreach, and mentorships, the City will fund the Contractor in advance of $134,057.16 once the agreement is executed by both Parties and a Purchase Order is generated. Furthermore, the remaining funds shall be paid in fixed amounts of $44,685.71 per month (for the first year) upon acceptance of each Deliverable's progress summary, backup of activity, and detailed payment invoice. The following fiscal year shall be paid in fixed amounts of $40,400 per month. See Exhibit A for breakdown. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Payment Schedule.

1. November 1, 2022: $134,057.16
2. March 1, 2023: $44,685.71
3. April 1, 2023: $44,685.71
4. May 1, 2023: $44,685.71
5. June 1, 2023: $44,685.71
6. July 1, 2023: $40,400
7. August 1, 2023: $40,400
8. September 1, 2023: $40,400
9. October 1, 2023: $40,400
10. November 1, 2023: $40,400
11. December 1, 2023: $40,400
12. January 1, 2024: $40,400
13. February 1, 2024: $40,400
14. March 1, 2024: $40,400
15. April 1, 2024: $40,400
16. May 1, 2024: $40,400
17. June 1, 2024: $40,400

D. Performance Bond. -Not Applicable. The Parties agree there is no Performance Bond.

E. The Contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on November 1, 2022, and ends on December 31, 2024, if the award funds for

the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021, are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. 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 December 31, 2026 In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. 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.

6. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause, and agrees to pay for work that has already been performed and provide sufficient funds to pay interns for the remainder of the school year if adequate funds have been allocated to the City. 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 breaches a of this agreement; (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 16, "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.*

7. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing, pursuant to Paragraph 2C, or as otherwise amended 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.

8. 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.

9. Assignment

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

10. Subcontracting

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

11. 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.

12. 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.

13. 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.

14. 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.

15. Records and Audit

During the term of this Agreement and for five 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.

16. 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.

That the terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given to the Contractor by the District. Such termination shall not result in any claim for damages by the Contractor. The District's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

17. 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.

18. 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 or as provided by law.

19. 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.

20. 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 agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. 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.

22. 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.

23. 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.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe and Santa Fe Public Schools 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 Parties and their "respective 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Insurance

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

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

31. 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.

32. 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.

33. 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.

34. 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.

35. <u>Notification</u>

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:

Rich Brown, Director – Community Development
500 Market Street, 2nd Floor
Santa Fe, NM 87501
Mobile: 505. 955-6625

To the Contractor:

Hilario (Larry, Jr.) Chavez, Superintendent
610 Alta Vista,
Santa Fe, NM 87505
Santa Fe Public Schools
Office: 505. 467-2000

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:

Hilario (Larry, Jr.) Chavez, Superintendent
610 Alta Vista,
Santa Fe, NM 87505
Santa Fe Public Schools
Office: 505. 467-2000

35. 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.

APPROVED BY

PETER MCWAIN, EXECUTIVE DIRECTOR
CURRICULUM & INSTRUCTION — DATE 10/25/2021

VANESSA ROMERO, DEPUTY SUPERINTENDENT
OF TEACHING & LEARNING — DATE 10/25/2021

JOSH GRANATA, GENERAL COUNSEL DATE

ROBERT L. MARTINEZ II, CHIEF FINANCIAL OFFICER 10/3 DATE

HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS 10/31/22 DATE

CITY OF SANTA FE:

MAYOR ALAN WEBBER

DATE: Jan 14, 2023

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 01/11/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jan 14, 2023 08:18 MST)

EMILY OSTER, FINANCE DIRECTOR
2408122/510340 ($158,333) AH
2402830/510340 ($639,267)
Org.Name/Org.Number

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM
EXHIBIT A: SCOPE OF WORK

1-19-23

SFPS WBL Work-based Learning ARPA Funding Project	Scope of Work	2022-23	2023-24	Budget Breakdown/year
Bucket 1: SFPS Juniors/Seniors - Paid Internships	Screen, Select, & Place 60 SFPS Junior and Senior High school student interns in Santa Fe, NM high-value industries	$127,400	$218,400	60 Students (*) $14/hour @ 260 hours (annual)
Bucket 2: 4 SFPS Mentors (Internship Teachers)	Internship Teacher Team at SFHS, CHS, ECO, DBA: Provide Employability Skills "Bootcamp" Training to intern cohort, including - Resume Building, Interview Skills, & Soft Skills. Weekly progress monitoring with interns during internship.	$18,667	$12,000	4 Mentors (*) .14 FTE Position Based on Teacher Level Rate of Pay (annual)
Bucket 3: 1 Work-Based Learning (WBL) Specialist	Professional Support Staff: Develop and implement - Student and Supervisor (Mentor) friendly online platforms; Internship Site Visits; other administrative duties as assigned	$58,333	$100,000	1 Professional Staff Salary + Benefits (annual)
	SUM	$204,400	$350,400	
SFPS: Partners				
Bucket 4: Business Outreach	Provide Business Connections & Warm Introductions: Engage, collaborate w/ WBL Coordinator, and pitch WBL program to 20+ business partners	$30,000	$0	1 Professional Staff Salary + Benefits (annual)
Bucket 5: Dropout Recovery Paid Internships	Recruit Students Ages 16-21 who have dropped out of school or referred by the SFPS District; Provide Group Internships through Earthcare	$78,400	$134,400	40 Students (*) $14/hour @ 240 hours (annual)
	SUM	$108,400	$134,400	
	Grand Total	$312,800	$484,800	

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE SANTA FE PUBLIC SCHOOLS FOR WORK-BASED LEARNING PROGRAM
EXHIBIT B – PERFORMANCE MEASUREMENTS

CDSF: OED Work-Based Learning ARPA Funding Project	Performance Measurements
Bucket 1: SFPS Juniors/Seniors - Paid Internships	80% internship success rate; e.g., 48 out 60 Interns will complete internship.
Bucket 2: 4 SFPS Mentors (Internship Teachers)	95% mentorship success rate; e.g., all mentors will complete internship roles and responsibilities.
Bucket 3: 1 Work-Based Learning (WBL) Specialist	1st year: Social Media Platforms 100+ followers Website Analytics: 100+ viewers/users Newsletter: 100+ Subscribers.
SFPS: Partners	
Bucket 4: Business Outreach	Deliver no fewer than 20 new business partners.
Bucket 5: Dropout Recovery Paid Internships	80% internship/graduation success rate; e.g. 24 out of 40 Interns will complete internship and graduate.

City of Santa Fe, New Mexico

memo

Date: November 15, 2022

To: JoAnn Lovato, Acting Purchasing Officer

From: Julie Sanchez, Youth and Family Services Division

Subject: Exemption Determination Request, 13-1-98 #A

The Community Health and Safety Department respectfully request exempt determination to be approved by the City's Acting Purchasing Office, JoAnn Lovato, for the following scope of work (SOW):

1. Scope of Work

A. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

B. Performance measures as outlined in Exhibit B.

C. The attached performance measurements are preliminary and are an estimated goal. The Agreement Administrator and Contractor will re-evaluate and agree upon performance measurements, on a quarterly basis to align realistic measures for the following year.

D. The Contractor will recruit and offer all Work-Based Learning internship opportunities to students that are interested in the internship program as categorized in the demographic distribution below:

a. Students with one or more disabilities
b. Low-Income Students
c. English Learners
d. Migratory Students
e. Students Experiencing Homelessness
f. American Indian/Alaska Native

g. Black or African American
h. Hispanic/Latino
i. White
j. Two or more races or mixed races

K. The City agrees to provide summer and/or school l year internships to SFPS students, based on current capacity needs.

l. The Partner agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

II. CRIMINAL BACKGROUND CHECK.

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students, OR
2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
   a. Performance of an internet search on the individual; and
   b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

H. The Santa Fe Public Schools understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds.

City of Santa Fe follows the New Mexico State Procurement Code (NMPC) & City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

13-1-98-A NMPC/ #1 COSPM
Provide language of exemption cited

1. ***Procurement of items of tangible personal property of services by the City from a state agency, a local public body or external procurement until except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137.***

Amount: $ 797,600.00

Term: 11/2022 through 06/30/2024

Approved Exemption

JoAnn Lovato

JoAnn Lovato, Acting Purchasing Office

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3209770

Contractor: Santa Fe Public Schools

Description: Contract between the City of Santa Fe and Santa Fe Public Schools for Work-Based Learning Program

Contract (●) Agreement ( ) Lease / Rent ( ) Amendment ( )

Term Start Date 11/01/2022 Term End Date: 06/30/2024

☐ Approved by Council Date

Contract / Lease: Professional Service Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to _____

☐ Approved by Council Date

Amendment is for:

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

3. Procurement History:

Purchasing Officer Review: Nov 18, 2022 Date:

Comment & Exceptions: 13-1-98 # A Exemption approved

4. Funding Source: Fund 240 Org / Object: 2402800/510340-2400122/510400

Budget Officer Approval Nov 16, 2022 Date

Comment & Exceptions: ARPA Ledger Codes: COM222400G / ECD222400C

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: meperea@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, New Mexico
Memorandum

DATE: June 1, 2023

TO: Mayor Webber and Governing Body
Finance Committee
Quality of Life Committee
Children and Youth Commission

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Community and Economic Development Director
Johanna Nelson, Office of Economic Development Director
Kyra Ochoa, Community Health and Safety Director KO
Julie Sanchez, Youth and Family Services Division Director KO

FROM: Jason Grinage, Economic Development Specialist JG
Sophie Andar, Youth and Family Services Program Manager SA

ITEM AND ISSUE:
Request for the Approval of Amendment No. 2 Item #23-0011 with Santa Fe Public Schools for the American Rescue Plan Act (ARPA) Work-Based Learning Contract to Delete Current Payment Segmentation Over Months and Years (Jason Grinage, jxgrinage@santafenm.gov, 505.955.6840; Sophie Andar, sxandar@santafenm.gov, 505.690.3855).

BACKGROUND AND SUMMARY:
The City of Santa Fe is a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award. The Office of Economic Development in partnership with the Youth and Family Services Division is administering $797,600.00 of ARPA funds for mentorship and job training to support high school students, including those who are at high risk for violence. Due to a later than anticipated start date, the contract is being amended to eliminate monthly and yearly funding allocations and allow for needed flexibility in the payment schedule. SPFS will invoice for services rendered after contract start date and up until June 2024, for a maximum amount of $797,600.00

In partnership with the Santa Fe Public Schools, the City will create a Youth Corps jobs training and workforce development program. The Youth Corps is a paid professional development internship program for youth interested in arts-based, trades and diversified industries leadership opportunities. Interested rising high school juniors, seniors and recent graduates living in Santa Fe are eligible to apply. The Youth Corps workforce development program strives to provide Santa Fe's youth a safe and meaningful opportunity to develop their skills, build a professional network, and prepare for the future.

The ARPA funds will provide the funding required for the schools' operations and services, including business outreach, student mentoring, soft and life skills training, student internship placement, paid internships, measurement and required impact reports for a period from contract start through to June 30, 2024.

PROCUREMENT METHOD:
City of Santa Fe follows the New Mexico Procurement Code (NMPC) and the City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

13-1-98 A NMPC/ #1 COSPM

1. *Procurement of items of tangible personal property of services by the City from a state agency, a local public body or external procurement until except as otherwise provided in NMSA 1978, §13-1-135 to §13-1-137.*

CONTRACT NUMBER:
The FY24 Munis contract number is 3203770.

PROJECT LEDGER:
The project ledger number is ECD222400C and COM222400G.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Community Development Fund/240
Munis Org Name/Number: Economic Development Programs/2402800
Munis Object Name/Number: Grants and Services/510400
Total: $639,267.00

And

Fund Name/Number: Human Services Fund/240
Munis Org Name/Number: Health and Human Services/2400122
Munis Object Name/Number: Grants and Services/510349
Total: $158,333.00

ACTION REQUESTED:
The Office of Economic Development and Community Health and Safety Department respectfully request your review and approval.

Signature: Jason Grinage

Email: jxgrinage@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Jun 1, 2023 11:00 MDT)

Email: krochoa@santafenm.gov

Signature: Richard Brown

Email: rdbrown@santafenm.gov

Signature: Julie Sanchez (Jun [illegible]23 10:59 MDT)

Email: jjsanchez@santafenm.gov

Signature: Johanna Nelson

Email: jcnelson@santafenm.gov

WBL A2 Memo 6.1.23

Final Audit Report 2023-06-01

Created:	2023-06-01
By:	Sophie Andar (sxandar@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARLJMN7v-Fd7x0qLpZnsXL6E9RNxyPBI8

"WBL A2 Memo 6.1.23" History

Document created by Sophie Andar (sxandar@santafenm.gov)
2023-06-01 - 4:08:36 PM GMT

Document emailed to Jason Grinage (jxgrinage@santafenm.gov) for signature
2023-06-01 - 4:10:46 PM GMT

Email viewed by Jason Grinage (jxgrinage@santafenm.gov)
2023-06-01 - 4:13:45 PM GMT

Document e-signed by Jason Grinage (jxgrinage@santafenm.gov)
Signature Date: 2023-06-01 - 4:15:26 PM GMT - Time Source: server

Document emailed to jjsanchez@santafenm.gov for signature
2023-06-01 - 4:15:28 PM GMT

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2023-06-01 - 4:58:07 PM GMT

Signer jjsanchez@santafenm.gov entered name at signing as Julie Sanchez
2023-06-01 - 4:59:55 PM GMT

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2023-06-01 - 4:59:57 PM GMT - Time Source: server

Document emailed to krochoa@santafenm.gov for signature
2023-06-01 - 4:59:58 PM GMT

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2023-06-01 - 5:00:22 PM GMT

Signer krochoa@santafenm.gov entered name at signing as Kyra Ochoa
2023-06-01 - 5:00:55 PM GMT

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Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2023-06-01 - 5:00:57 PM GMT - Time Source: server

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2023-06-01 - 5:00:58 PM GMT

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2023-06-01 - 5:46:16 PM GMT

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Signature Date: 2023-06-01 - 5:46:27 PM GMT - Time Source: server

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2023-06-01 - 5:46:29 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2023-06-01 - 7:40:05 PM GMT

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2023-06-01 - 7:48:46 PM GMT - Time Source: server

Agreement completed.
2023-06-01 - 7:48:46 PM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Public Schools

Procurement Title: Amendment #2 to the Recovery of Funds to Contract #3202770 -

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

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

Department Requesting Community Health & Safety Staff Name Julie Sanchez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa Perea — Community Health & Safety — Contracts Administrator — 06/23/2023

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

Purchasing Officer (attesting that all information is reviewed) — Chief Procurement Officer — Jun 28, 2023

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203770

Contractor: Santa Fe Public Schools

Description: Amendment #2 to the Recovery of Funds to Contract #3202770

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: when signed Term End Date: 12/31/2026

☐ Approved by Council Date:

Contract / Lease: Amendment #2 to the Recovery of Funds to Contract #3202770

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date:

Amendment is for: Amendment #2 to delete Current Payment Segmentation Over Months & Years

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

Contract #3203770 Item# 23-0011

3. **Procurement History:** _____

Purchasing Officer Review: Jun 28, 2023 Date:

Comment & Exceptions: 13-1-98 # A

4. **Funding Source:** Fund 240 **Org / Object:** 2402800/510340-2400122/510400

Andy Hopkins Jun 28, 2023

Budget Officer Approval: Date:

Comment & Exceptions: ARPA Ledger Codes: COM222400G / ECD222400C

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

Signature: Casey Dalbor
Casey Dalbor (Oct 31, 2023 09:13 MDT)

Email: cjdalbor@santafenm.gov

Signature: Maria Tucker

Email: metucker@santafenm.gov

Signature:
Kyra Ochoa (Oct 31, 2023 11:05 MDT)

Email: krochoa@santafenm.gov

Signature: Johanna Nelson

Email: jcnelson@santafenm.gov

Signature: Richard Brown

Email: rdbrown@santafenm.gov

SFPS WBL A3_CoSF 10.31.23 packet

Final Audit Report 2023-11-20

Created:	2023-11-06
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAw_sbtbCir5KmldoXIyANXi1Hi_-8dvtQ

"SFPS WBL A3_CoSF 10.31.23 packet" History

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2023-11-06 - 4:29:56 PM GMT

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2023-11-06 - 4:43:33 PM GMT

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2023-11-06 - 5:05:58 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-11-06 - 5:07:08 PM GMT - Time Source: server

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2023-11-06 - 5:07:10 PM GMT

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2023-11-06 - 5:17:20 PM GMT

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2023-11-08 - 5:33:53 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-11-12 - 8:33:26 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-11-13 - 7:06:24 AM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-11-14 - 6:37:59 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2023-11-16 - 1:50:11 AM GMT - Time Source: server

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Document emailed to ekoster@santafenm.gov for signature

2023-11-16 - 1:50:13 AM GMT

Email viewed by ekoster@santafenm.gov

2023-11-18 - 5:17:41 AM GMT

Email viewed by ekoster@santafenm.gov

2023-11-20 - 4:41:51 AM GMT

Document declined by ekoster@santafenm.gov

Decline reason: Hello, please route this packet to Grants Manager Cheryl James for her review and then send it back to me for signature with Cheryl's sign-off. Thank you, Emily

2023-11-20 - 4:42:53 AM GMT

SFPS WBL A3_CoSF 10.31.23 packet (2)

Final Audit Report 2023-11-23

Created:	2023-11-20
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN2j93z_aPx7-hEo8tMg2IMyVrVMikE1Q

"SFPS WBL A3_CoSF 10.31.23 packet (2)" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2023-11-20 - 9:19:20 PM GMT

Document emailed to cajames@santafenm.gov for signature
2023-11-20 - 9:21:21 PM GMT

Email viewed by cajames@santafenm.gov
2023-11-20 - 9:59:59 PM GMT

Signer cajames@santafenm.gov entered name at signing as Cheryl James
2023-11-20 - 10:00:14 PM GMT

Document e-signed by Cheryl James (cajames@santafenm.gov)
Signature Date: 2023-11-20 - 10:00:16 PM GMT - Time Source: server

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2023-11-20 - 10:00:26 PM GMT

Email viewed by ekoster@santafenm.gov
2023-11-23 - 0:12:13 AM GMT

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-11-23 - 0:14:17 AM GMT

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-11-23 - 0:14:19 AM GMT - Time Source: server

Agreement completed.
2023-11-23 - 0:14:19 AM GMT

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City of Santa Fe, New Mexico
Memorandum

Date: 10/26/23

To: Governing Body

Via: Emily Oster, Finance Department Director EKO
Regina Wheeler, Public Works Department Director RW

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

ACTIONS

Approve Budget Amendment Resolution (BAR) to allocate FY23 Gross Receipts Tax revenue earned over budgeted estimates to MRC Soccer Valley Expansion design for $500,000 and Salvador Perez Athletic Field renovation for $1,000,000.

SUMMARY/BACKGROUND

With these BARs, the City is making significant investment in youth health and community recreation in Santa Fe. Development of Soccer Valley and refurbishment of the Salvador Perez Athletic Field have been the top requests from the community for years.

The Soccer Valley will be a competition grade soccer facility adding new fields, lights, stands and associated infrastructure to the existing MRC sports fields. This $500,000 appropriation will allow staff to begin planning and designing the facility. This project is in the City's top 5 priority legislative requests for funding for the 2024 legislative session.

Salvador Perez Athletic Field is a vital community sports venue, one of the most highly utilized in the City. This $1,000,000 appropriation will fund refurbishment of the field and is expected to take approximately one year.

Funding Source: FY 23 GRT Revenue earned over budgeted estimates.

ATTACHMENTS:

- Budget Amendment Resolutions (BARs)

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / MRC and PARKS	11/13/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN - MRC SOCCER VALLEY	5300279	572960	MRC35520A	500,000	
Capital Transfer to MRC CIP	3650142	760530		500,000	
WIP CONSTRUCTION - SAL PEREZ FIELD	3559980	572970	PRK243550F-Construct-Sal P	1,000,000	
Capital Tranfer to Parks CIP	3650142	760355		1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
MRC CIP - Capital Transfer from 1/2% GRT Fund	5300279	660365		(500,000)	
PARKS CIP - Capital Transfer from General Fund - Sal P	3559980	660365		(1,000,000)	
				$ 1,500,000	$ -

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

Use of prior year Gross Receipts Tax revenue earned over budgeted estimates to fund design for MRC Soccer Valley Phase 2 in the amount of $500,000 and improvements to the Sal Perez Athletic Field in the amount of $1,000,000.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(1,500,000)
TOTAL:	**(1,500,000)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Halona Crowe	11/13/2023	Andy Hopkins	Nov 17, 2023
Prepared By *{print name}*	Date	Budget Officer	Date
Melissa McDonald	Nov 14, 2023	Emily K. Oster	Nov 17, 2023
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
	Nov 14, 2023		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe, New Mexico
Memorandum

DATE: November 2, 2023

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Director Kyra Ochoa (Nov 3, 2023 12:05 MDT)
Paul Joye, Chief of Police Paul Joye (Nov 3, 2023 12:04 MDT)
Matthew Champlin, Deputy Chief of Police Matthew Champlin (Nov 3, 2023 09:18 MDT)

FROM: Thomas Grundler, Captain Thomas J Grundler (Nov 2, 2023 17:03 MDT)

ITEM AND ISSUE:
Request for a budget increase and approval of the BAR for the funding of the NM Department of Transportation projects: End Driving While Impaired (ENDWI) Project # 04-AL-64-090; Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 04-OP-RF-090, Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 04-PT-RF-090 in the Total Project Amount of $83,749. (Captain Thomas Grundler, tjgrundler@santafenm.gov)

BACKGROUND AND SUMMARY:

The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project # 04-AL-64-090 for $44,198 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 04-OP-RF-090 for $9,220 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 04-PT-RF-090 for $30,331 is to conduct directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and the City's Operational Plan.

The agreement was approved by the Governing Body on December 14, 2022. Since this was a two-year agreement, we are requesting approval of the BAR (Budget Amendment Resolution) for FY24 in the amount of $83,749 to increase Police Overtime in Fund (223) 2230310.501400.

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Police/Administration	11/2/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Overtime	2230315	501400	POL2422306	44,198	
Overtime	2230315	501400	POL2422307	9,220	
Overtime	2230315	501400	POL2422308	30,331	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept of Transportation	2230315	490150		(83,749)	
				$ -	$ -

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

Year two (2) of NMDOT grant award for FY24 projects: ENDWI $44,198; BKLUP/CIOT $9,220. and STEP $30,331.

Total :$83,749.

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

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

AnnaMarie Bowen — Prepared By *(print name)* — 11/2/2023 Date

Division Director Signature *(optional)* — Date

Department Director Signature — 11/3/23 Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis Lotero — Alexis Lotero (Nov 28, 2023 09:36 MST) — Nov 28, 2023

Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204425 Procurement # (RFP/ITB# If any):

Contractor: New Mexico Department of Transportation

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☑

Description/Title: New Mexico Department of Transportation for the award of Traffic Projects. (ENDWI, BKLUP, CIOT, and STEP)

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: upon approval Term End Date: 06/30/2024 Total Contract Amount: $83,749

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease:

1.b Amendment #: to the Original Contract/Lease #

Increase/(Decrease) Amount $:

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

Item # 22-16522

3. Procurement History: N/A(perTravis)

Purchasing Officer Review: Date:

Comment & Exceptions: Exemption: 13-1-98A Entity to Entity

4. Funding Source: **Org / Object:** 2230315/501400

Alexis Lotero
Alexis Lotero (Nov 28, 2023 09:36 MST)

Budget Officer Approval: Nov 28, 2023 Date:

Comment & Exceptions: Grants - Letter of Justification for Grant Agreement

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: AnnaMarie Bowen Phone #: x5122

To be recorded by City Clerk:

Clerk #

Email: acbowen@santafenm.gov

Date of Execution:

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

DocuSign Envelope ID: 078C5B4C-FBAF-4A5D-BD56-99EE04CA4250

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 26, 2023

Captain Thomas J. Grundler
Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87505

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2023 and 2024 fiscal years. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements for FY 2023 only. An updated letter will be provided for FFY 2024 funding and superblitz dates at a later date. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
04-AL-64-090	BIL 164 Transfer Funds	20.608	69A37522300001640NMA	11/30/22	$44,198.00
04-OP-RF-090	State Road Fund				$9,220.00
04-PT-RF-090	State Road Fund				$30,331.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

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New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $750,000 during your agency's fiscal year 2022, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {22}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
ENDWI Medium Agency (Populations 50,000 - 99,000) - 1 DWI in 32 Hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,
DocuSigned by:
Jeff Barela
E291EAE03FAF441...
Jeff Barela, Director
Traffic Safety Division

Enclosure

DocuSign Envelope ID: 621775F8-8DE4-4A27-9219-6656ED785664

Office of General Counsel Contract Brief Form

Date: October 5, 2022 **From:** John Vargas **Location:** Traffic Safety Division
Phone: 505-231-6784 **Agency:** NMDOT
Contractor: Santa Fe Police Department
Project No.: 03-AL-64-090, 03-OP-RF-090, 03-PT-RF-090

NEW CONTRACT
__ Copy of RFP, if applicable
__ Copy of approved sole source justification
__ Copy of approved small purchase justification
__ Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT
__ Scope of Work
__ Additional Compensation
__ Time extension
Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.
____Please make corrections on pages _
____I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.
____Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

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CONTRACT NUMBER: TS05098
UNIQUE ENTITY IDENTIFIER: QLN2YKMMJ8X6
SUPPLIER: 0000054360

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Santa Fe (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 03-AL-64-090, $44,198.00; 04-AL-64-090, $44,198.00

   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 03-OP-RF-090, $9,220.00; 04-OP-RF-090, $9,220.00.

   c. Selective Traffic Enforcement Program (**STEP**), Project No. 03-PT-RF-090, $30,331.00; 04-PT-RF-090, $30,331.00,

   d. Total Funding awarded per this Agreement $167,498.00

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise

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erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

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9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Santa Fe Police Department
Attn: Lieutenant Jose Gonzales
2515 Camino Entrada
Santa Fe, NM 87505

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Exhibits A, B and C, Scope of Work, Training, Reimbursement and Reporting.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2024, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

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19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

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Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Ricky Serna — Date: 1/9/2023

Cabinet Secretary or Designee

CITY OF SANTA FE

By: — Date: Dec 15, 2022

Title: Alan Webber, Mayor

Approved as to form and legal sufficiency.

By: DocuSigned by: — Date: 10/13/2022

Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: Marcos Martinez (Nov 3, 2022 11:38 MST) — Date: Nov 3, 2022

Counsel for City of Santa Fe

Attest:

By: — Date: Dec 16, 2022

Kristine Bustos Mihelcic, City Clerk
GB MTG 12/14/2022

Approved for Finances:
By: — Date: Dec 15, 2022

Emily Oster, Finance Director

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Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 03-AL-64-090; 04-AL-64-090

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 5 officers as required by *City of Las Cruces v. Bentancourt, 1987-NMAC-039*. and must last a minimum of 4 hours. Number of officers should meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantees Operational Plan. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

   "National DWI Mobilization Period" means August 18 to September 4, 2023.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

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conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023 for FFY 2023 funds and October 31, 2024 for FFY 2024 funds. If the final claim is submitted after October 31 of the applicable fiscal year noted above, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher, transport or others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
   d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

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FY23	03-AL-64-090
Personal Services	$44,198.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$44,198.00

FY24	04-AL-64-90
Personal Services	$44,198.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$44,198.00

7. **Goals.** The Department's performance goals for the state are as follows: Five-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 03-OP-RF-090; 04-OP-RF-090

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

   "National Occupant Protection Mobilization Click It or Ticket period" means May 22 to June 4, 2023.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

   "National DWI Mobilization Period" means August 18 to September 4, 2023.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

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4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023 for FFY 2023 funds and October 31, 2024 for FFY 2024 funds. If the final claim is submitted after October 31 of the applicable fiscal year noted above, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
   b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
   c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

1. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

FY 23	03-OP-RF-090
Personal Services	$9,220.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$9,220.00

FY 24	04-OP-RF-090
Personal Services	$9,220.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$9,220.00

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7. **Goals.** The Department's performance goals for the state are to:

   a. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to improve our OP programs and reduce unrestrained crashes and fatalities.

   b. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD Project Number: 03-PT-RF-090; 04-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 21, 2023 through September 23, 2023.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023 for FFY 2023 funds and October 31, 2024 for FFY 2024 funds. If the final claim is submitted after October 31 of the applicable fiscal year noted above, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

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a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and

b. training for officers as approved by the Department. Pay for travel and traffic safety related training

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

FY 23	03-PT-RF-090
Personal Services	$30,331.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$30,331.00

FY 24	03-PT-RF-090
Personal Services	$30,331.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$30,331.00

7. **Goals.** The Department's performance goals for the state are as follows:

a. Five-year speeding-related fatalities rose by 12.7 percent between 2016 and 2020, and continue to show an upward trend into 2023. During the peak COVID-19 period (2020-2021), speeding-related fatalities increased by 15.6 percent, and were 38.6 percent of all crash fatalities in 2021. Given the projected continued rise in these fatalities, the State has determined to set the five-year average projection of 174.2 as the 2023 target.

b. Five-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has

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determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.

c. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to improve our OP programs and reduce unrestrained crashes and fatalities.

d. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.

e. Five-year average fatalities rose by 13 percent between 2016 and 2020. 2021 preliminary data indicate a 20 percent increase in fatalities in 2021, with 2022 and 2023 projected increases at similar levels. The State has determined to set the five-year average projection of 446.6 as the 2023 target.

f. The methodology used to project the 5-year moving average number of suspected serious injuries for 2023 resulted in a target of 953.5, a 10 percent decrease from the previous year's target, and a larger decrease than in the years since 2016. Therefore, the State has determined a target of 995.4 to be more in-line with the anticipated decrease in the 5-year moving average of suspected serious injuries for 2023.

g. Annual motorcyclist fatalities rose from 47 in 2016 to 53 in 2017 and to 55 in 2019 before falling to 46 in 2020. Preliminary data indicate a large rise to 55 in 2021 and projected data show fatalities staying at this level into 2023. As gas prices are anticipated to remain high for some time, and motorcycle travel expected to increase, as evidenced by recent increases in motorcycle sales, the State has determined to set the annual projected target of 54.

h. Five-year average under-21 drivers in fatal crashes have risen steadily from 42 in 2016 to 52 in 2020. Preliminary 2021 and projected data indicate continued increases into 2023; therefore the State has determined to set the five-year average projection of 60 as the 2023 target.

i. Annual pedestrian fatalities remained in the 74 to 83 range from 2016 to 2020; however 2021 preliminary data indicate a high of 103 fatalities (a 30% increase from 2020), and projected data for 2023 show the number of fatalities remaining at 103. Five-year average data indicate a 26 percent increase in these fatalities, and the State has determined to set the five-year average projection of 93 as the 2023 target.

j. Bicyclist fatalities rose from 4 in 2016 to a high of 11 in 2018, then down to 8 in 2020. Preliminary data indicate a reduction to 6 fatalities in 2021, but projections indicate a rise to higher levels close to those in 2018. Given these fluctuations, the State has determined to set the five-year average projection of 9 as the 2023 target.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2023 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[*Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.*]

State: New Mexico Fiscal Year: 2023

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

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- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A Unique Entity identifier;
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

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- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

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c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance programs;
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
   1. Abide by the terms of the statement;
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –

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1. Taking appropriate personnel action against such an employee, up to and including termination;
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

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fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts

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180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency enteringinto this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to complywith 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

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(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

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covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

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The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

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- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).
(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

DocuSigned by:
Justin Reese
[illegible]

6/28/2022

Signature Governor's Representative for Highway Safety — Date

Justin Reese, Acting Cabinet Secretary

Printed name of Governor's Representative for Highway Safety

City of Santa Fe, New Mexico
Memorandum

Date: November 1, 2023

To: Governing Body

Via: Emily Oster, Finance Department Director EKO
Regina Wheeler, Public Works Department Director RW

From: John Dupuis, Public Utilities Department Director JD
Melissa A. McDonald, Parks and Open Space Division Director MAM

ACTION(s)

1) Approve Budget Adjustment Resolution (BAR) for the allocation of $2,000,000 to the MRC effluent irrigation supply system replacement CIP project with $1,000,000 from FY23 Gross Receipts Tax revenue earned over budgeted estimates and $1,000,000 from Public Utilities Wastewater Fund balance.
2) Approval of a Budget Adjustment Resolution (BAR) for the use of FY23 Gross Receipts Tax revenue earned over budgeted estimates in the amount of $690,000 for effluent/water usage for irrigation at the Municipal Recreation Complex (MRC) and SWAN Park in FY24. (John Dupuis, Public Utilities Department Director, jedupuis@santafenm.gov, 505-795-0123, Melissa McDonald, Parks and Open Space Division Director: mamcdonald@santafenm.gov, 505-303-9502)

SUMMARY/BACKGROUND:

The effluent supply system to irrigate the golf course, MRC Sports Fields and SWAN park is antiquated, failing and unrepairable. The replacement of this system will cost approximately $2,000,000 and with the attached BAR will be funded half from FY23 GRT in excess of budget estimates and half by the Wastewater Enterprise Fund Balance. The Public Utilities Wastewater Division will conduct this project and own this new infrastructure so that they can provide effluent to the MRC for irrigation. The project is estimated to take 2-3 years to complete from the date funds are received. This action will ensure consistent provision of effluent irrigation water these facilities thus preserving turf, availability to the public and conserving potable water. The Departments of Public Utilities and Public Works will implement necessary redundancy infrastructure to ensure consistent provision of irrigation water to MRC and SWAN Park during the completion of this project.

The attached BAR establishes budget for MRC to pay the Department of Public Utilities for irrigation water at the golf course, MRC Sports Fields and SWAN Park in FY24. The actual and estimated water use and costs used to develop the FY24 budget amount of $690,000 are shown in the table below.

FY24 Water Costs - Budget Required						
	July (act)	August (act)	Sept (est)	Total Gallons	Cost/kgal	Total Cost
Effluent Water (gal)	25,130,000	36,614,000	28,000,000	89,744,000	$3.03	$ 271,924
Raw Water (gal)	0		2,000,000	2,000,000	$4.72	$ 9,440
Potable Water (gal)	24,700,900	112,100		24,813,000	$6.06	$ 150,367
Total water used (gal)	49,830,900	36,726,100	30,000,000	116,557,000		
			FY24 Water Budget (thru Sept 2023)			**$ 431,731**
2024	April (proj)	May (proj)	June (proj)	Total Gallons		
Effluent Water (gal)	15,210,300	22,264,098	27,942,639	65,417,036	$3.03	$ 198,214
Raw Water (gal)	1,789,447	2,619,306	3,287,369	7,696,122	$4.72	$ 36,326
Potable Water (gal)	894,724	1,309,653	1,643,685	3,848,061	$6.06	$ 23,319
total	17,894,470	26,193,056	32,873,693	76,961,218		
			FY24 Water Budget (thru July 2024)			**$ 257,859**
	Dollars	Total Gallons				
Total FY24 Water Budgt	**$ 689,590**	193,518,218				

ATTACHMENTS:

1. BAR for allocation of $2,000,000 for MRC Effluent Irrigation System
2. BAR for allocation of $690,000 FY24 MRC Irrigation Water Budget

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Public Utilities / MRC & WWM	11/2/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - MRC Eff Wtr Supply System	5000375	572970	WWM2450001-Construct	2,000,000	
Capital Transfer to WWM	3650142	760500		1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer from 1/2% GRT CIP Fund to WWM CIP	5000375	660365		(1,000,000)	
				$ 2,000,000	$ -

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

Waste Water capital project for replacement of the effluent irrigation supply system funded half from FY23 GRT revenue earned over budgeted estimates ($1 M) and half by the Wastewater Enterprise cash/fund balance ($1M)

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(1,000,000)
TOTAL:	(1,000,000)

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Halona Crowe	11/2/2023	Andy Hopkins	Nov 20, 2023
Prepared By *{print name}*	Date	Budget Officer	Date
Melissa McDonald	Nov 7, 2023	Emily K. Oster	Nov 27, 2023
Division Director Signature *(optional)*	Date	Finance Director *{≤ $5,000}*	Date
	Nov 8, 2023		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / MRC	10/30/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Effluent Water - MRC	5300271	514000		470,000	
Raw Water - MRC	5300271	514000		46,000	
Potable Water - MRC	5300271	514000		174,000	
Parks Operating Transfer to MRC CIP	1000272	750530		690,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
MRC - Operating Transfer from General Fund	5300271	650100		(690,000)	
				$ 690,000	$ -

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

Use of prior year Gross Receipts Tax revenue earned over budgeted estimates to fund effluent/raw/potable water usage at the MRC for FY 24 in the amount of $690,000. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(690,000)
TOTAL:	(690,000)

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CITY COUNCIL APPROVAL

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Signature: John Dupuis (Nov 12, 2023 23:36 MST)

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

Signature:

Email: ekoster@santafenm.gov

Effluent Repairs and Water Budget for MRC FY24 BARs 11.8.23

Interim Agreement Report 2023-11-15

Created:	2023-11-08
By:	Phillip Lujan (pmlujan@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA_Kly94H0jBEecrEeYXJFCUfhwpnhNVTp

Agreement History

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"Effluent Repairs and Water Budget for MRC FY24 BARs 11.8.23" History

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2023-11-10 - 6:18:37 PM GMT

Email viewed by jedupuis@ci.santa-fe.nm.us
2023-11-13 - 6:35:32 AM GMT

Signer jedupuis@ci.santa-fe.nm.us entered name at signing as John Dupuis
2023-11-13 - 6:36:18 AM GMT

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City of Santa Fe, New Mexico
Memorandum

Date: November 1, 2023

To: Governing Body

Via: Emily Oster, Finance Department Director EKO
Regina Wheeler, Public Works Department Director RW

From: John Dupuis, Public Utilities Department Director JD
Melissa A. McDonald, Parks and Open Space Division Director MAM

ACTION(s)

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Public Utilities / MRC & WWM	11/2/2023

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City Council Approval Date:

Agenda Item #:

Halona Crowe	11/2/2023	Andy Hopkins	Nov 20, 2023
Prepared By *{print name}*	Date	Budget Officer	Date
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Division Director Signature *(optional)*	Date	Finance Director *{≤ $5,000}*	Date
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City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / MRC	10/30/2023

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Signature: John Dupuis (Nov 12, 2023 23:36 MST)

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

Signature:

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Effluent Repairs and Water Budget for MRC FY24 BARs 11.8.23

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Signer jedupuis@ci.santa-fe.nm.us entered name at signing as John Dupuis
2023-11-13 - 6:36:18 AM GMT

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City of Santa Fe, New Mexico
Memorandum

DATE: November 17, 2023

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Kyra Ochoa, Community Health and Safety Director
Paul Joye, Chief of Police

FROM: Ben Valdez, Deputy Chief of Police

ITEM AND ISSUE:
Request for the Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc. for providing equipment and services. Total Amount for 7 years is $11,027,152.72 for providing a records management system, internal affairs reporting system, body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, drone management software, empathy training devices and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

The Santa Fe Police Department received approval of a contract with Axon in the fall of 2021 for body worn cameras, in car cameras, less lethal devices, interview room cameras, empathy training devices and the equipment and software to manage the devices. Included in the contract were digital media evidence management cloud services.

Since implementing the equipment and services, we have seen improvements in our evidence management process, critical incident management in the field, and the benefit of having a number of Axon products operate within the Axon "eco-system" because of their compatibility with each other.

The equipment works as a system and allows accountability, transparency, durability and efficiency. The equipment is provided as part of a complete service, so in the event of damage or failure it is replaced by the vendor in short order. In addition, the equipment includes a refresh that occurs during the service contract.

The digital media management software is secured via cloud based storage with numerous features. One key feature is the ability of our Department to fulfill Inspection of Public Records Act and Discovery Requests from the District Attorney's Office in a timely manner with high quality evidence. Once video recordings are complete, they are uploaded to the cloud from the patrol vehicle's modem. Videos are easily sorted within the software, linking video recordings from police cameras to call events, and easily tagged to the issued officer. Protected items permissible by IPRA can be redacted with the integrated software tools. An additional resource for members of the public has been the capability to submit their digital evidence via a link provided by the officer and immediately begin the chain of custody for evidence.

The management software has improved the efficiency of our workforce, saving countless hours our Evidence staff previously spent locating, sorting, downloading and delivering digital media evidence. With Axon Evidence, there is no limitation to the size of the file as the storage is a secured cloud storage and can be easily shared via a link. The actions taken to share the media are also logged for tracking and accountability.

Axon's Officer Safety Plan 7+ is a comprehensive package that includes body worn cameras for all sworn personnel and civilian field personnel. Included in the package is the Fleet 3 Camera system on all Department vehicles. In addition, sworn personnel are issued a Taser 7 less lethal device. These systems can all be connected and communicate with each other. Importantly, when an Axon body worn camera or in-car camera is actively recording, a supervisor can view the live video stream and be provided a GPS location for the Department staff member. This function assists greatly with long-term critical incident management and allows for a common operating picture to be developed between personnel in the field and the incident commander, resulting in better public safety outcomes in the field.

Above listed equipment and interview room recorders are all managed by Axon Evidence. This allows recordings and digital media files to be tagged and organized together, vastly improving the manner we fulfill requests by way of Discovery or IPRA. Axon Evidence also monitors the health of each device and sends an automatic message to Axon and to the equipment manager when a device is in need of replacement or is malfunctioning.

The resources provided by Axon also include Virtual Reality Empathy training where Department staff can work through real-life scenarios and hone their de-escalation techniques. This training, which supplements live training, is invaluable and essential to the current challenges law enforcement officers face each day when assisting people in crisis.

The above listed items are in our current contract.

Our current request includes the expansion of services from Axon, namely launching a records management system, an internal affairs reporting system, and drone management software. We are also including additional user licenses to allow for any growth within our agency over the life of the contract. This includes licenses for any additional staff at the City Attorney's Office that fulfills IPRA requests for SFPD videos and digital documents.

Our current records management system has been plagued with failures since its launch in 2020. Our Department staff, City Information Technology and Communications Department and Santa Fe County Information Technology Department frequently and repeatedly must work to resolve outages with the current system. This directly affects our field personnel who are unable to complete reports. In many cases, staff have to utilize the report writing software we used prior to the current system in order to have a saved record of their report and then have to complete the report in our current system. In addition, field personnel experience frustration with frequent system errors when reports are submitted, requiring them to coordinate with our Records Section to keep our error rate within compliance with crime reporting to the New Mexico Department of Public Safety and Federal Bureau of Investigations.

Axon RMS will help to resolve many of these issues and we will benefit from being able to have all our incident reporting within a single source. This will include our internal affairs reporting, Axon Standards, which documents use of force incidents and complaints. The annual service cost is already included in our current OSP7 plan, we will just need to pay the one-time cost to launch and integrate Axon Records and Axon Standards.

Lastly, this year our Department launched a Drone Program which assists with scene management of critical incidents, searching for dangerous fleeing persons and endangered missing persons, and scene processing. This resource will likely continue to grow in capability as technology improves and there will be ongoing demand for accountability and transparency concerning privacy. Axon Air is software that

manages flight logs, video from drone flights, and training hours completed by personnel assigned to the Drone Program. Axon Air also integrates with the current Axon system that allows field supervisors greater situational awareness on critical incidents by viewing live drone video in the same manner available through the Axon body worn cameras and in car videos.

Videos and flight logs are documented in Axon Air and can be easily accessed by staff to fulfill IPRA requests or Discovery Requests in the same manner we currently provide digital evidence.

The total cost of the service contract is $11,113,169.42 for (7) years of service. By bundling the equipment and services in a single package versus purchasing the equipment and services separately, we save $3,559,382.94. There is no change in cost for the current fiscal year.

A one-time cost of $453,582.59 will be incurred in FY25 for final implementation of the RMS. The additional amount will be part of the Police Department's FY25 budget request.

The 7-year contract is structured to reflect costs of increased users and additional services once the agreement is approved. Starting in September of 2026, the annual cost will rise from $1,121,379.46 to approximately $1,472,381.33 until September 2030, at which time the contract will be up for renewal.

This quote for services reflects the current pricing schedule for Axon, which Axon has told us will likely increase by over 10% in January 2024. If this agreement is approved before the end of this calendar year, it allows us to lock in additional savings with minimal increases anticipated for this year until 2025.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement [AXON] # 80-000-18-00048AF which expires on December 30, 2023.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Police Administration GF /1000310
Munis Object Name/Number: Inventory Exempt/572400

ACTION REQUESTED:
The Santa Fe Police Department respectfully requests your review and approval.

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204452 Procurement # (RFP/ITB# If any):

Contractor: Axon Enterprise, Inc.

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Body worn, in-car and interview room cameras Less lethal taser devices and associated equipment/ software to manage devices and digital evidence as well as Records Management System (RMS).

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: upon approval Term End Date: 06/30/2030 Total Contract Amount: $11,027,153

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease:

1.b Amendment #: to the Original Contract/Lease #

Increase/(Decrease) Amount $:

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

Previous contract - 3202931

3. Procurement History:

Purchasing Officer Review: Nov 28, 2023 Date:

Comment & Exceptions: 13-1-129 Procurement Under Exesting Contract - 80-00000-18-00048AF

4. Funding Source: General Fund **Org / Object:** 1000310/572400

Alexis Lotero
Alexis Lotero (Nov 28, 2023 11:50 MST)

Budget Officer Approval: Nov 28, 2023 Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: AnnaMarie Bowen Phone #: x5122

To be recorded by City Clerk:

Clerk #

Email: acbowen@santafenm.gov

Date of Execution:

E.Q.
Eq Candelaria (Nov 28, 2023 15:20 MST)

ITT Director Nov 28, 2023

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Axon Enterprise, Inc.

Procurement/contract Title: Police Digital Media Equipment and Records/Evidence Management Software

Procurement Method: ☐Sole Source ☒State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Police

Staff Name: Deputy Chief Ben Valdez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A	
☐	☒	**Written Determination (srvs)**
☐	☒	**RFP (include ECR)**
☐	☒	**ITB (include bid tab)**
☐	☒	**Other:** _____
☒	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**
☒	☐	**Summary of Contract (only on contracts)**
☒	☐	**Current Business Registration (always)**
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**
☐	☒	**Evaluation Committee Report (RFPs only)**
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A	
☒	☐	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☐	**BAR**
☐	☒	**FIR**
☐	☒	**Certificate of Insurance (srvs)**

[signature]
Department Point of Contact

[signature] 11/27/23
Title Date

[signature]
Department Director

11/27/23
Date

[signature]
Chief Procurement Officer

Nov 28, 2023
Date

ITT Representative

ITT Director
Title

Nov 28, 2023
Date

CoSF

Version 2 10.17.2023

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International:
+1.800.978.2737

Q-527918-45252.728BM

Issued: 11/22/2023

Quote Expiration: 12/30/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 106844

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-2515 Camino Entrada 2515 Camino Entrada Santa Fe, NM 87507-4808 USA	Santa Fe Police Dept. - NM PO Box 909 Santa Fe NM 87504-0909 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Sean Strahon Phone: 505-300-8488 Email: sfstrahon@santafenm.gov Fax: (505) 955-5052

Quote Summary

Program Length	94 Months
TOTAL COST	$10,190,898.80
ESTIMATED TOTAL W/ TAX	$10,679,586.83

Discount Summary

Average Savings Per Year	$454,389.31
TOTAL SAVINGS	$3,559,382.94

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	$1,067,439.52	$7,481.81	$1,074,921.33
Sep 2024	$1,067,247.14	$54,132.27	$1,121,379.41
Sep 2025	$1,067,247.14	$54,132.30	$1,121,379.44
Sep 2026	$1,397,793.00	$74,588.33	$1,472,381.33
Sep 2027	$1,397,793.00	$74,588.33	$1,472,381.33

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Payment Summary

Date	Subtotal	Tax	Total
Sep 2028	$1,397,793.00	$74,588.33	$1,472,381.33
Sep 2029	$1,397,793.00	$74,588.33	$1,472,381.33
Sep 2030	$1,397,793.00	$74,588.33	$1,472,381.33
Total	**$10,190,898.80**	**$488,688.03**	**$10,679,586.83**

Quote Unbundled Price:	**$13,750,281.74**
Quote List Price:	**$12,122,977.34**
Quote Subtotal:	**$10,190,898.80**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	$35,439.44	$35,439.44	$0.00	$35,439.44
100552	TRANSFER CREDIT - GOODS AXON	1			$1.00	$884,491.37	$884,491.37	$0.00	$884,491.37
BWCamTAP	Body Worn Camera TAP Bundle	41	60	$38.79	$32.50	$0.00	$0.00	$0.00	$0.00
OSP10 Prem	Officer Safety Plan 10 Premium	220	60	$405.13	$323.90	$269.56	$3,558,192.00	$183,373.63	$3,741,565.63
Fleet3ARe	Fleet 3 Advanced Renewal	240	60	$216.24	$178.74	$178.74	$2,573,856.00	$159,410.61	$2,733,266.61
T00001	AB4 FLEX POV TAP BUNDLE	45	60	$6.89	$7.04	$7.04	$19,008.00	$401.67	$19,409.67
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	10	94	$183.34	$183.34	$183.34	$172,339.60	$14,110.31	$186,449.91
A la Carte Hardware									
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386			$40.25	$27.70	$10,692.20	$0.00	$10,692.20
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386			$40.25	$27.70	$10,692.20	$0.00	$10,692.20
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386			$40.25	$28.17	$10,873.62	$0.00	$10,873.62
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386			$40.25	$28.17	$10,873.62	$0.00	$10,873.62
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386			$40.25	$28.17	$10,873.62	$0.00	$10,873.62
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386			$40.25	$28.17	$10,873.62	$0.00	$10,873.62
73689	MULTI-BAY BWC DOCK 1ST REFRESH	24			$1,724.00	$899.93	$21,598.32	$0.00	$21,598.32
73688	MULTI-BAY BWC DOCK 2ND REFRESH	24			$1,810.00	$944.82	$22,675.68	$0.00	$22,675.68
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240			$249.00	$249.00	$59,760.00	$0.00	$59,760.00
70112	AXON SIGNAL UNIT	240			$279.00	$279.00	$66,960.00	$0.00	$66,960.00
73309	AXON CAMERA REFRESH ONE	245			$918.00	$479.20	$117,404.00	$0.00	$117,404.00
73310	AXON CAMERA REFRESH TWO	245			$963.00	$502.69	$123,159.05	$0.00	$123,159.05
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240			$1,449.00	$1,449.00	$347,760.00	$0.00	$347,760.00
72040	FLEET REFRESH, 2 CAMERA KIT	248			$3,058.00	$1,596.28	$395,877.44	$0.00	$395,877.44
H00002	AB4 Multi Bay Dock Bundle	4	60		$1,638.90	$0.00	$0.00	$0.00	$0.00

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H00001	AB4 Camera Bundle	28	60	$849.00	$0.00	$0.00	$0.00	$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	45	60	$249.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software								
73638	STANDARDS ACCESS LICENSE	193	34	$9.34	$0.00	$0.00	$0.00	$0.00
80227	RESPOND VIEW-ONLY ACCESS	12	34	$0.00	$0.00	$0.00	$0.00	$0.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	34	$30.29	$17.29	$1,175.84	$96.27	$1,272.11
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	34	$25.93	$14.80	$2,013.28	$164.84	$2,178.12
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60	$31.68	$31.68	$3,801.60	$311.26	$4,112.86
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60	$27.12	$27.12	$6,508.80	$532.90	$7,041.70
20248	TASER 7 EVIDENCE.COM LICENSE	195	34	$5.19	$2.96	$19,622.85	$1,606.61	$21,229.46
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60	$107.41	$107.41	$25,778.40	$2,110.61	$27,889.01
100112	AXON AIR, E.COM PILOT DATA LIC	10	94	$34.61	$34.61	$32,533.40	$2,663.67	$35,197.07
73478	REDACTION ASSISTANT USER LICENSE	193	34	$9.34	$5.33	$34,965.81	$2,862.83	$37,828.64
73618	AXON COMMUNITY REQUEST+ LICENSE	193	34	$9.34	$5.33	$34,965.81	$2,862.83	$37,828.64
73682	AUTO TAGGING LICENSE	193	34	$9.34	$5.33	$34,965.81	$2,862.82	$37,828.63
73739	PERFORMANCE LICENSE	193	34	$9.34	$5.33	$34,965.81	$2,862.83	$37,828.64
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	34	$0.57	$0.32	$63,747.90	$5,219.36	$68,967.26
80402	RESPOND DEVICE LICENSE - FLEET 3	240	34	$15.56	$8.88	$72,496.80	$5,935.67	$78,432.47
73680	RESPOND DEVICE PLUS LICENSE	193	34	$19.71	$11.25	$73,843.73	$6,045.96	$79,889.69
20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	34	$20.75	$11.84	$77,721.10	$0.00	$77,721.10
85760	Auto-Transcribe Unlimited Service	193	34	$20.75	$11.84	$77,721.10	$6,363.41	$84,084.51
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	480	34	$17.63	$5.03	$82,137.60	$6,725.02	$88,862.62
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	34	$24.89	$14.21	$93,265.32	$7,636.09	$100,901.41
80400	FLEET, VEHICLE LICENSE	240	34	$20.75	$11.84	$96,648.00	$7,913.05	$104,561.05
73681	AXON RECORDS FULL	193	34	$31.12	$17.77	$116,599.02	$9,546.55	$126,145.57
73746	PROFESSIONAL EVIDENCE.COM LICENSE	194	34	$40.45	$23.10	$152,350.14	$12,473.67	$164,823.81
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	240	34	$61.20	$34.94	$285,120.00	$23,344.20	$308,464.20
ProLicense	Pro License Bundle	40	60	$42.31	$42.25	$101,400.00	$8,302.12	$109,702.12
A la Carte Services								
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2		$495.00	$258.39	$516.78	$42.31	$559.09
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2		$495.00	$258.39	$516.78	$42.31	$559.09
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2		$495.00	$258.39	$516.78	$42.31	$559.09
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1		$1,999.00	$1,043.48	$1,043.48	$85.43	$1,128.91
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1		$1,999.00	$1,043.48	$1,043.48	$85.43	$1,128.91
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1		$1,999.00	$1,043.48	$1,043.48	$85.43	$1,128.91
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	193	34	$2.68	$1.53	$10,026.35	$0.00	$10,026.35
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193	34	$9.34	$5.33	$34,965.81	$0.00	$34,965.81

A la Carte Warranties

80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	34	$7.40	$4.22	$287.00	$23.50	$310.50
80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	34	$22.82	$13.03	$886.12	$72.55	$958.67
50448	EXT WARRANTY, INTERVIEW ROOM	4	34	$23.96	$13.68	$1,860.32	$152.32	$2,012.64
80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	34	$0.50	$0.28	$2,231.46	$182.69	$2,414.15
80379	EXT WARRANTY, AXON SIGNAL UNIT	240	34	$1.24	$0.71	$5,793.60	$474.36	$6,267.96
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	34	$13.84	$7.90	$5,910.52	$483.93	$6,394.45
50448	EXT WARRANTY, INTERVIEW ROOM	4	60	$25.06	$25.06	$6,014.40	$492.43	$6,506.83
80489	EXT WARRANTY, FLEX 2 CAMERA	46	34	$13.54	$7.73	$12,091.56	$989.99	$13,081.55
80395	EXT WARRANTY, TASER 7 HANDLE	199	34	$7.40	$4.22	$28,556.50	$2,338.07	$30,894.57
80464	EXT WARRANTY, CAMERA (TAP)	199	34	$7.78	$4.44	$30,056.96	$2,460.92	$32,517.88
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	248	34	$9.29	$5.31	$44,736.72	$3,662.82	$48,399.54
80379	EXT WARRANTY, AXON SIGNAL UNIT	240	49	$1.28	$1.28	$15,052.80	$1,232.44	$16,285.24
Total						**$10,190,898.80**	**$488,688.03**	**$10,679,586.83**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	73309	AXON CAMERA REFRESH ONE	245	03/01/2024
A la Carte	73689	MULTI-BAY BWC DOCK 1ST REFRESH	24	03/01/2024
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	09/01/2024
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	09/01/2024
A la Carte	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	09/01/2024
A la Carte	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	09/01/2025
A la Carte	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	09/01/2025
A la Carte	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	09/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	28	09/01/2026
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	31	09/01/2026
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	31	09/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	45	09/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	1	09/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 POV C-CLIP	45	09/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 POV EPAULETTE MOUNT	50	09/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100958	AB4 FLEX POV MODULE CABLE 48 IN.	45	09/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	09/01/2026
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	09/01/2026
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	09/01/2026
Officer Safety Plan 10 Premium	100126	AXON VR TACTICAL BAG	3	09/01/2026
Officer Safety Plan 10 Premium	100390	TASER 10 HANDLE, YLW, CLASS 3R	220	09/01/2026
Officer Safety Plan 10 Premium	100390	TASER 10 HANDLE, YLW, CLASS 3R	7	09/01/2026
Officer Safety Plan 10 Premium	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	220	09/01/2026
Officer Safety Plan 10 Premium	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	7	09/01/2026
Officer Safety Plan 10 Premium	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	9	09/01/2026
Officer Safety Plan 10 Premium	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	9	09/01/2026
Officer Safety Plan 10 Premium	100396	TASER 10 INERT MAGAZINE RED	9	09/01/2026
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	4400	09/01/2026
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	1320	09/01/2026
Officer Safety Plan 10 Premium	100611	TASER 10 SAFARILAND HOLSTER, RH	125	09/01/2026
Officer Safety Plan 10 Premium	100613	TASER 10 SAFARILAND HOLSTER, LH	95	09/01/2026
Officer Safety Plan 10 Premium	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	09/01/2026
Officer Safety Plan 10 Premium	100681	SIGNAL SIDEARM, SENSOR ONLY	220	09/01/2026
Officer Safety Plan 10 Premium	100748	TASER 10 VR CONTROLLER	3	09/01/2026
Officer Safety Plan 10 Premium	100862	VR - PLACEHOLDER - SIDEARM CONTROLLER	3	09/01/2026
Officer Safety Plan 10 Premium	100921	VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	3	09/01/2026

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10 Premium	20018	TASER BATTERY PACK, TACTICAL	220	09/01/2026
Officer Safety Plan 10 Premium	20018	TASER BATTERY PACK, TACTICAL	38	09/01/2026
Officer Safety Plan 10 Premium	20018	TASER BATTERY PACK, TACTICAL	7	09/01/2026
Officer Safety Plan 10 Premium	20296	VR TABLET	3	09/01/2026
Officer Safety Plan 10 Premium	20297	VR TABLET CASE	3	09/01/2026
Officer Safety Plan 10 Premium	20378	HTC FOCUS 3 VR HEADSET	9	09/01/2026
Officer Safety Plan 10 Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	09/01/2026
Officer Safety Plan 10 Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	09/01/2026
Officer Safety Plan 10 Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	440	09/01/2026
Officer Safety Plan 10 Premium	74200	TASER 6-BAY DOCK AND CORE	3	09/01/2026
Officer Safety Plan 10 Premium	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	09/01/2026
Officer Safety Plan 10 Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	09/01/2026
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240	09/01/2026
A la Carte	70112	AXON SIGNAL UNIT	240	09/01/2026
A la Carte	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240	09/01/2026
A la Carte	72040	FLEET REFRESH, 2 CAMERA KIT	248	09/01/2026
A la Carte	73310	AXON CAMERA REFRESH TWO	245	09/01/2026
A la Carte	73688	MULTI-BAY BWC DOCK 2ND REFRESH	24	09/01/2026
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	440	09/01/2027
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	1320	09/01/2027
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	440	09/01/2028
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	1320	09/01/2028
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	42	03/01/2029
Officer Safety Plan 10 Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	3	03/01/2029
Officer Safety Plan 10 Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	9	03/01/2029
Officer Safety Plan 10 Premium	73309	AXON CAMERA REFRESH ONE	227	03/01/2029
Officer Safety Plan 10 Premium	73689	MULTI-BAY BWC DOCK 1ST REFRESH	28	03/01/2029
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	440	09/01/2029
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	1320	09/01/2029
Officer Safety Plan 10 Premium	100401	TASER 10 INERT CARTRIDGE	1	09/01/2029
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	440	09/01/2030
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	1320	09/01/2030
AB4 FLEX POV TAP BUNDLE	100976	AB4 FLEX POV REFRESH ONE	46	09/01/2031
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	42	09/01/2031
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	240	09/01/2031
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	8	09/01/2031
Officer Safety Plan 10 Premium	73310	AXON CAMERA REFRESH TWO	227	09/01/2031
Officer Safety Plan 10 Premium	73688	MULTI-BAY BWC DOCK 2ND REFRESH	28	09/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	10	12/01/2023	09/30/2031
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	10	12/01/2023	09/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	10	12/01/2023	09/30/2031
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	10	12/01/2023	09/30/2031
A la Carte	20248	TASER 7 EVIDENCE.COM LICENSE	195	12/01/2023	09/30/2026
A la Carte	20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	12/01/2023	09/30/2026
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	12/01/2023	09/30/2026
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	12/01/2023	09/30/2026
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	193	12/01/2023	09/30/2026
A la Carte	73618	AXON COMMUNITY REQUEST+ LICENSE	193	12/01/2023	09/30/2026
A la Carte	73638	STANDARDS ACCESS LICENSE	193	12/01/2023	09/30/2026
A la Carte	73680	RESPOND DEVICE PLUS LICENSE	193	12/01/2023	09/30/2026
A la Carte	73681	AXON RECORDS FULL	193	12/01/2023	09/30/2026
A la Carte	73682	AUTO TAGGING LICENSE	193	12/01/2023	09/30/2026
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	12/01/2023	09/30/2026
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	12/01/2023	09/30/2026
A la Carte	73739	PERFORMANCE LICENSE	193	12/01/2023	09/30/2026
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	194	12/01/2023	09/30/2026
A la Carte	80227	RESPOND VIEW-ONLY ACCESS	12	12/01/2023	09/30/2026
A la Carte	80400	FLEET, VEHICLE LICENSE	240	12/01/2023	09/30/2026
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	240	12/01/2023	09/30/2026
A la Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	240	12/01/2023	09/30/2026
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	480	12/01/2023	09/30/2026
A la Carte	85760	Auto-Transcribe Unlimited Service	193	12/01/2023	09/30/2026
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	240	10/01/2026	09/30/2031
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	240	10/01/2026	09/30/2031
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	240	10/01/2026	09/30/2031
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	480	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	100165	UNLIMITED 3RD-PARTY STORAGE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	100590	MY90 LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	20248	TASER 7 EVIDENCE.COM LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	20248	TASER 7 EVIDENCE.COM LICENSE	2	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	20370	FULL VR TASER 7 ADD-ON USER ACCESS	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73478	REDACTION ASSISTANT USER LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73618	AXON COMMUNITY REQUEST+ LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73638	STANDARDS ACCESS LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73680	RESPOND DEVICE PLUS LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73681	AXON RECORDS FULL	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73682	AUTO TAGGING LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73739	PERFORMANCE LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	220	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	10/01/2026	09/30/2031
Officer Safety Plan 10 Premium	85760	Auto-Transcribe Unlimited Service	220	10/01/2026	09/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	10/01/2026	09/30/2031
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	40	10/01/2026	09/30/2031
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	10/01/2026	09/30/2031
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	10/01/2026	09/30/2031
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	10/01/2026	09/30/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	240
Officer Safety Plan 10 Premium	100105	MY90 SETUP	1
Officer Safety Plan 10 Premium	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	220
Officer Safety Plan 10 Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	220
Officer Safety Plan 10 Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Officer Safety Plan 10 Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Officer Safety Plan 10 Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Officer Safety Plan 10 Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Officer Safety Plan 10 Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
A la Carte	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193
A la Carte	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
A la Carte	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
A la Carte	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
A la Carte	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	193

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	4	12/01/2023	09/30/2026
A la Carte	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	12/01/2023	09/30/2026
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	12/01/2023	09/30/2026
A la Carte	80395	EXT WARRANTY, TASER 7 HANDLE	199	12/01/2023	09/30/2026
A la Carte	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	12/01/2023	09/30/2026
A la Carte	80464	EXT WARRANTY, CAMERA (TAP)	199	12/01/2023	09/30/2026
A la Carte	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	12/01/2023	09/30/2026

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80489	EXT WARRANTY, FLEX 2 CAMERA	46	12/01/2023	09/30/2026
A la Carte	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	248	12/01/2023	09/30/2026
A la Carte	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	12/01/2023	09/30/2026
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	4	10/01/2026	09/30/2031
AB4 FLEX POV TAP BUNDLE	100945	EXT WARRANTY, AB4 FLEX POV MODULE	45	09/01/2027	09/30/2031
AB4 FLEX POV TAP BUNDLE	100945	EXT WARRANTY, AB4 FLEX POV MODULE	1	09/01/2027	09/30/2031
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	41	09/01/2027	09/30/2031
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	09/01/2027	09/30/2031
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	240	09/01/2027	09/30/2031
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	9	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	3	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	100704	EXT WARRANTY, TASER 10 HANDLE	220	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	100704	EXT WARRANTY, TASER 10 HANDLE	7	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	220	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	38	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	7	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	3	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80464	EXT WARRANTY, CAMERA (TAP)	220	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80464	EXT WARRANTY, CAMERA (TAP)	7	09/01/2027	09/30/2031
Officer Safety Plan 10 Premium	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	28	09/01/2027	09/30/2031
A la Carte	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	09/01/2027	09/30/2031

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Payment Details

Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193	$2,260.19	$0.00	$2,260.19
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$67.45	$5.52	$72.97
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$67.45	$5.52	$72.97
Year 1	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$67.45	$5.52	$72.97
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$33.40	$2.73	$36.13
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$33.40	$2.73	$36.13
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$33.40	$2.73	$36.13
Year 1	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	193	$648.10	$0.00	$648.10
Year 1	20248	TASER 7 EVIDENCE.COM LICENSE	195	$1,268.42	$103.85	$1,372.27
Year 1	20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	$5,023.89	$0.00	$5,023.89
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$691.14	$0.00	$691.14
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$702.87	$0.00	$702.87
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$691.14	$0.00	$691.14
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$702.87	$0.00	$702.87
Year 1	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	$702.87	$0.00	$702.87
Year 1	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	$702.87	$0.00	$702.87
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$130.14	$10.66	$140.80
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$76.01	$6.22	$82.23
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	4	$120.25	$9.85	$130.10
Year 1	72040	FLEET REFRESH, 2 CAMERA KIT	248	$25,589.55	$0.00	$25,589.55
Year 1	73309	AXON CAMERA REFRESH ONE	245	$7,589.00	$0.00	$7,589.00
Year 1	73310	AXON CAMERA REFRESH TWO	245	$7,961.00	$0.00	$7,961.00
Year 1	73478	REDACTION ASSISTANT USER LICENSE	193	$2,260.19	$185.05	$2,445.24
Year 1	73618	AXON COMMUNITY REQUEST+ LICENSE	193	$2,260.19	$185.05	$2,445.24
Year 1	73638	STANDARDS ACCESS LICENSE	193	$0.00	$0.00	$0.00
Year 1	73680	RESPOND DEVICE PLUS LICENSE	193	$4,773.26	$390.81	$5,164.07
Year 1	73681	AXON RECORDS FULL	193	$7,536.96	$617.09	$8,154.05
Year 1	73682	AUTO TAGGING LICENSE	193	$2,260.19	$185.05	$2,445.24
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	$4,120.67	$337.38	$4,458.05
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	$6,028.67	$493.60	$6,522.27
Year 1	73688	MULTI-BAY BWC DOCK 2ND REFRESH	24	$1,465.76	$0.00	$1,465.76
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	24	$1,396.12	$0.00	$1,396.12
Year 1	73739	PERFORMANCE LICENSE	193	$2,260.19	$185.05	$2,445.24
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	194	$9,847.92	$806.30	$10,654.22
Year 1	80227	RESPOND VIEW-ONLY ACCESS	12	$0.00	$0.00	$0.00

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Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	$144.24	$11.81	$156.05
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$374.50	$30.66	$405.16
Year 1	80395	EXT WARRANTY, TASER 7 HANDLE	199	$1,845.89	$151.13	$1,997.02
Year 1	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$18.55	$1.52	$20.07
Year 1	80400	FLEET, VEHICLE LICENSE	240	$6,247.33	$511.50	$6,758.83
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	240	$18,430.16	$1,508.97	$19,939.13
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	240	$4,686.19	$383.68	$5,069.87
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	480	$5,309.38	$434.71	$5,744.09
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	199	$1,942.88	$159.07	$2,101.95
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	$382.06	$31.28	$413.34
Year 1	80489	EXT WARRANTY, FLEX 2 CAMERA	46	$781.60	$63.99	$845.59
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	248	$2,891.78	$236.76	$3,128.54
Year 1	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	$57.28	$4.69	$61.97
Year 1	85760	Auto-Transcribe Unlimited Service	193	$5,023.89	$411.33	$5,435.22
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	41	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS AXON	1	$884,491.37	$0.00	$884,491.37
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$35,439.44	$0.00	$35,439.44
Total				**$1,067,439.52**	**$7,481.81**	**$1,074,921.33**

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193	$16,352.81	$0.00	$16,352.81
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$488.01	$39.95	$527.96
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$488.01	$39.95	$527.96
Year 2	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$488.01	$39.95	$527.96
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$241.69	$19.79	$261.48
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$241.69	$19.79	$261.48
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$241.69	$19.79	$261.48
Year 2	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	193	$4,689.12	$0.00	$4,689.12
Year 2	20248	TASER 7 EVIDENCE.COM LICENSE	195	$9,177.21	$751.38	$9,928.59
Year 2	20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	$36,348.60	$0.00	$36,348.60
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$5,000.53	$0.00	$5,000.53
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$5,085.37	$0.00	$5,085.37
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$5,000.53	$0.00	$5,000.53
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$5,085.37	$0.00	$5,085.37
Year 2	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	$5,085.37	$0.00	$5,085.37
Year 2	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	$5,085.37	$0.00	$5,085.37
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$941.57	$77.09	$1,018.66

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$549.92	$45.02	$594.94
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	4	$870.03	$71.24	$941.27
Year 2	72040	FLEET REFRESH, 2 CAMERA KIT	248	$185,144.01	$0.00	$185,144.01
Year 2	73309	AXON CAMERA REFRESH ONE	245	$54,907.50	$0.00	$54,907.50
Year 2	73310	AXON CAMERA REFRESH TWO	245	$57,599.02	$0.00	$57,599.02
Year 2	73478	REDACTION ASSISTANT USER LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 2	73618	AXON COMMUNITY REQUEST+ LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 2	73638	STANDARDS ACCESS LICENSE	193	$0.00	$0.00	$0.00
Year 2	73680	RESPOND DEVICE PLUS LICENSE	193	$34,535.24	$2,827.57	$37,362.81
Year 2	73681	AXON RECORDS FULL	193	$54,531.03	$4,464.73	$58,995.76
Year 2	73682	AUTO TAGGING LICENSE	193	$16,352.81	$1,338.88	$17,691.69
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	$29,813.62	$2,440.99	$32,254.61
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	$43,618.32	$3,571.25	$47,189.57
Year 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	24	$10,604.96	$0.00	$10,604.96
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	24	$10,101.10	$0.00	$10,101.10
Year 2	73739	PERFORMANCE LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	194	$71,251.11	$5,833.69	$77,084.80
Year 2	80227	RESPOND VIEW-ONLY ACCESS	12	$0.00	$0.00	$0.00
Year 2	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	$1,043.61	$85.44	$1,129.05
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$2,709.55	$221.85	$2,931.40
Year 2	80395	EXT WARRANTY, TASER 7 HANDLE	199	$13,355.30	$1,093.47	$14,448.77
Year 2	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$134.22	$10.99	$145.21
Year 2	80400	FLEET, VEHICLE LICENSE	240	$45,200.34	$3,700.78	$48,901.12
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	240	$133,344.92	$10,917.62	$144,262.54
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	240	$33,905.30	$2,775.99	$36,681.29
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	480	$38,414.11	$3,145.16	$41,559.27
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	199	$14,057.04	$1,150.92	$15,207.96
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	$2,764.23	$226.32	$2,990.55
Year 2	80489	EXT WARRANTY, FLEX 2 CAMERA	46	$5,654.98	$463.00	$6,117.98
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	248	$20,922.47	$1,713.03	$22,635.50
Year 2	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	$414.42	$33.93	$448.35
Year 2	85760	Auto-Transcribe Unlimited Service	193	$36,348.60	$2,976.04	$39,324.64
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	41	$0.00	$0.00	$0.00
Total				**$1,067,247.14**	**$54,132.27**	**$1,121,379.41**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	193	$16,352.81	$0.00	$16,352.81
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$488.01	$39.96	$527.97
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$488.01	$39.96	$527.97
Year 3	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	$488.01	$39.96	$527.97
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$241.69	$19.79	$261.48
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$241.69	$19.79	$261.48

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Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	$241.69	$19.79	$261.48
Year 3	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	193	$4,689.12	$0.00	$4,689.12
Year 3	20248	TASER 7 EVIDENCE.COM LICENSE	195	$9,177.21	$751.38	$9,928.59
Year 3	20370	FULL VR TASER 7 ADD-ON USER ACCESS	193	$36,348.60	$0.00	$36,348.60
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$5,000.53	$0.00	$5,000.53
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	386	$5,085.37	$0.00	$5,085.37
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$5,000.53	$0.00	$5,000.53
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	386	$5,085.37	$0.00	$5,085.37
Year 3	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	386	$5,085.37	$0.00	$5,085.37
Year 3	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	386	$5,085.37	$0.00	$5,085.37
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$941.57	$77.09	$1,018.66
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$549.92	$45.03	$594.95
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	4	$870.03	$71.23	$941.26
Year 3	72040	FLEET REFRESH, 2 CAMERA KIT	248	$185,144.01	$0.00	$185,144.01
Year 3	73309	AXON CAMERA REFRESH ONE	245	$54,907.50	$0.00	$54,907.50
Year 3	73310	AXON CAMERA REFRESH TWO	245	$57,599.02	$0.00	$57,599.02
Year 3	73478	REDACTION ASSISTANT USER LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 3	73618	AXON COMMUNITY REQUEST+ LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 3	73638	STANDARDS ACCESS LICENSE	193	$0.00	$0.00	$0.00
Year 3	73680	RESPOND DEVICE PLUS LICENSE	193	$34,535.24	$2,827.58	$37,362.82
Year 3	73681	AXON RECORDS FULL	193	$54,531.03	$4,464.73	$58,995.76
Year 3	73682	AUTO TAGGING LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5790	$29,813.62	$2,440.99	$32,254.61
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	193	$43,618.32	$3,571.24	$47,189.56
Year 3	73688	MULTI-BAY BWC DOCK 2ND REFRESH	24	$10,604.96	$0.00	$10,604.96
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	24	$10,101.10	$0.00	$10,101.10
Year 3	73739	PERFORMANCE LICENSE	193	$16,352.81	$1,338.89	$17,691.70
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	194	$71,251.11	$5,833.68	$77,084.79
Year 3	80227	RESPOND VIEW-ONLY ACCESS	12	$0.00	$0.00	$0.00
Year 3	80374	EXT WARRANTY, TASER 7 BATTERY PACK	231	$1,043.61	$85.44	$1,129.05
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$2,709.55	$221.85	$2,931.40
Year 3	80395	EXT WARRANTY, TASER 7 HANDLE	199	$13,355.30	$1,093.47	$14,448.77
Year 3	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	$134.22	$10.99	$145.21
Year 3	80400	FLEET, VEHICLE LICENSE	240	$45,200.34	$3,700.77	$48,901.11
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	240	$133,344.92	$10,917.61	$144,262.53
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	240	$33,905.30	$2,776.00	$36,681.30
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	480	$38,414.11	$3,145.15	$41,559.26
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	199	$14,057.04	$1,150.93	$15,207.97
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	22	$2,764.23	$226.33	$2,990.56

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80489	EXT WARRANTY, FLEX 2 CAMERA	46	$5,654.98	$463.00	$6,117.98
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	248	$20,922.47	$1,713.03	$22,635.50
Year 3	80500	EXT WARRANTY, FLEX 2 SIX BAY AND CORE DOCK	2	$414.42	$33.93	$448.35
Year 3	85760	Auto-Transcribe Unlimited Service	193	$36,348.60	$2,976.04	$39,324.64
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	41	$0.00	$0.00	$0.00
Total				**$1,067,247.14**	**$54,132.30**	**$1,121,379.44**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100112	AXON AIR, E.COM PILOT DATA LIC	10	$6,506.68	$532.73	$7,039.41
Annual Payment 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240	$69,552.00	$0.00	$69,552.00
Annual Payment 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,301.76	$106.58	$1,408.34
Annual Payment 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$760.32	$62.25	$822.57
Annual Payment 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$5,155.68	$422.12	$5,577.80
Annual Payment 1	50448	EXT WARRANTY, INTERVIEW ROOM	4	$1,202.88	$98.49	$1,301.37
Annual Payment 1	70112	AXON SIGNAL UNIT	240	$13,392.00	$0.00	$13,392.00
Annual Payment 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240	$11,952.00	$0.00	$11,952.00
Annual Payment 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$3,010.56	$246.49	$3,257.05
Annual Payment 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	10	$34,467.92	$2,822.06	$37,289.98
Annual Payment 1	Fleet3ARe	Fleet 3 Advanced Renewal	240	$514,771.25	$31,882.13	$546,653.38
Annual Payment 1	H00001	AB4 Camera Bundle	28	$0.00	$0.00	$0.00
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	4	$0.00	$0.00	$0.00
Annual Payment 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	45	$0.00	$0.00	$0.00
Annual Payment 1	OSP10 Prem	Officer Safety Plan 10 Premium	220	$711,638.35	$36,674.72	$748,313.07
Annual Payment 1	ProLicense	Pro License Bundle	40	$20,280.00	$1,660.42	$21,940.42
Annual Payment 1	T00001	AB4 FLEX POV TAP BUNDLE	45	$3,801.60	$80.34	$3,881.94
Total				**$1,397,793.00**	**$74,588.33**	**$1,472,381.33**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP10 Prem	Officer Safety Plan 10 Premium	220	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100112	AXON AIR, E.COM PILOT DATA LIC	10	$6,506.68	$532.73	$7,039.41
Annual Payment 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240	$69,552.00	$0.00	$69,552.00
Annual Payment 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER	4	$1,301.76	$106.58	$1,408.34

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
		TOUCH PANEL-P				
Annual Payment 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$760.32	$62.25	$822.57
Annual Payment 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$5,155.68	$422.12	$5,577.80
Annual Payment 2	50448	EXT WARRANTY, INTERVIEW ROOM	4	$1,202.88	$98.49	$1,301.37
Annual Payment 2	70112	AXON SIGNAL UNIT	240	$13,392.00	$0.00	$13,392.00
Annual Payment 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240	$11,952.00	$0.00	$11,952.00
Annual Payment 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$3,010.56	$246.49	$3,257.05
Annual Payment 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	10	$34,467.92	$2,822.06	$37,289.98
Annual Payment 2	Fleet3ARe	Fleet 3 Advanced Renewal	240	$514,771.25	$31,882.13	$546,653.38
Annual Payment 2	H00001	AB4 Camera Bundle	28	$0.00	$0.00	$0.00
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	4	$0.00	$0.00	$0.00
Annual Payment 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	45	$0.00	$0.00	$0.00
Annual Payment 2	OSP10 Prem	Officer Safety Plan 10 Premium	220	$711,638.35	$36,674.72	$748,313.07
Annual Payment 2	ProLicense	Pro License Bundle	40	$20,280.00	$1,660.42	$21,940.42
Annual Payment 2	T00001	AB4 FLEX POV TAP BUNDLE	45	$3,801.60	$80.34	$3,881.94
Total				**$1,397,793.00**	**$74,588.33**	**$1,472,381.33**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100112	AXON AIR, E.COM PILOT DATA LIC	10	$6,506.68	$532.73	$7,039.41
Annual Payment 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240	$69,552.00	$0.00	$69,552.00
Annual Payment 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,301.76	$106.58	$1,408.34
Annual Payment 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$760.32	$62.25	$822.57
Annual Payment 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$5,155.68	$422.12	$5,577.80
Annual Payment 3	50448	EXT WARRANTY, INTERVIEW ROOM	4	$1,202.88	$98.49	$1,301.37
Annual Payment 3	70112	AXON SIGNAL UNIT	240	$13,392.00	$0.00	$13,392.00
Annual Payment 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240	$11,952.00	$0.00	$11,952.00
Annual Payment 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$3,010.56	$246.49	$3,257.05
Annual Payment 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	10	$34,467.92	$2,822.06	$37,289.98
Annual Payment 3	Fleet3ARe	Fleet 3 Advanced Renewal	240	$514,771.25	$31,882.13	$546,653.38
Annual Payment 3	H00001	AB4 Camera Bundle	28	$0.00	$0.00	$0.00
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	4	$0.00	$0.00	$0.00
Annual Payment 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	45	$0.00	$0.00	$0.00
Annual Payment 3	OSP10 Prem	Officer Safety Plan 10 Premium	220	$711,638.35	$36,674.72	$748,313.07
Annual Payment 3	ProLicense	Pro License Bundle	40	$20,280.00	$1,660.42	$21,940.42
Annual Payment 3	T00001	AB4 FLEX POV TAP BUNDLE	45	$3,801.60	$80.34	$3,881.94
Total				**$1,397,793.00**	**$74,588.33**	**$1,472,381.33**

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100112	AXON AIR, E.COM PILOT DATA LIC	10	$6,506.68	$532.73	$7,039.41
Annual Payment 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240	$69,552.00	$0.00	$69,552.00
Annual Payment 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,301.76	$106.58	$1,408.34
Annual Payment 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$760.32	$62.25	$822.57
Annual Payment 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$5,155.68	$422.12	$5,577.80
Annual Payment 4	50448	EXT WARRANTY, INTERVIEW ROOM	4	$1,202.88	$98.49	$1,301.37
Annual Payment 4	70112	AXON SIGNAL UNIT	240	$13,392.00	$0.00	$13,392.00
Annual Payment 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240	$11,952.00	$0.00	$11,952.00
Annual Payment 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$3,010.56	$246.49	$3,257.05
Annual Payment 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	10	$34,467.92	$2,822.06	$37,289.98
Annual Payment 4	Fleet3ARe	Fleet 3 Advanced Renewal	240	$514,771.25	$31,882.13	$546,653.38
Annual Payment 4	H00001	AB4 Camera Bundle	28	$0.00	$0.00	$0.00
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	4	$0.00	$0.00	$0.00
Annual Payment 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	45	$0.00	$0.00	$0.00
Annual Payment 4	OSP10 Prem	Officer Safety Plan 10 Premium	220	$711,638.35	$36,674.72	$748,313.07
Annual Payment 4	ProLicense	Pro License Bundle	40	$20,280.00	$1,660.42	$21,940.42
Annual Payment 4	T00001	AB4 FLEX POV TAP BUNDLE	45	$3,801.60	$80.34	$3,881.94
Total				**$1,397,793.00**	**$74,588.33**	**$1,472,381.33**

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100112	AXON AIR, E.COM PILOT DATA LIC	10	$6,506.68	$532.75	$7,039.43
Annual Payment 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	240	$69,552.00	$0.00	$69,552.00
Annual Payment 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	$1,301.76	$106.58	$1,408.34
Annual Payment 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	$760.32	$62.26	$822.58
Annual Payment 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	$5,155.68	$422.13	$5,577.81
Annual Payment 5	50448	EXT WARRANTY, INTERVIEW ROOM	4	$1,202.88	$98.47	$1,301.35
Annual Payment 5	70112	AXON SIGNAL UNIT	240	$13,392.00	$0.00	$13,392.00
Annual Payment 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	240	$11,952.00	$0.00	$11,952.00
Annual Payment 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	240	$3,010.56	$246.48	$3,257.04
Annual Payment 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	10	$34,467.92	$2,822.07	$37,289.99
Annual Payment 5	Fleet3ARe	Fleet 3 Advanced Renewal	240	$514,771.25	$31,882.09	$546,653.34
Annual Payment 5	H00001	AB4 Camera Bundle	28	$0.00	$0.00	$0.00
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	4	$0.00	$0.00	$0.00
Annual Payment 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	45	$0.00	$0.00	$0.00
Annual Payment 5	OSP10 Prem	Officer Safety Plan 10 Premium	220	$711,638.35	$36,674.75	$748,313.10
Annual Payment 5	ProLicense	Pro License Bundle	40	$20,280.00	$1,660.44	$21,940.44
Annual Payment 5	T00001	AB4 FLEX POV TAP BUNDLE	45	$3,801.60	$80.31	$3,881.91
Total				**$1,397,793.00**	**$74,588.33**	**$1,472,381.33**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

The agency will have the option to procure the following Axon Records services SKUs:

SKU 85157 - PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS - Qty:1

SKU 100560 - DATA CONVERSION / MIGRATION - Qty:1

SKU 73896 - STANDARDS IMPLEMENTATION SERVICES - Qty:1

SKU 73891 - RECORDS LICENSE, NON-SWORN - Qty:20 (Duration: from purchase through 9/30/2031)

REGIONAL TECHNICAL ACCOUNT MANAGER (TAM) - Qty:1 (Duration: from purchase through 9/30/2031)

Cumulative pricing for the SKUs outlined above will be as follows:

$453,000 if executed by 12/31/2023

$750,000 if executed by 3/3/2024

$1,160,000 if executed by 6/30/2024

Exceptions to Standard Terms and Conditions

If the Parties execute an SOW for the implementation of Records or Standards as outlined herein, Agency retains the right to terminate the implementation prior to Go-Live due to an identified material default with Axon Records or Standards such that it becomes apparent the requirements outlined in the SOW will not be met as mutually agreed by the Parties. Such termination right will expire upon execution of a Go-Live event in accordance with the executed SOW. In the event Agency terminates under this Section, any payment obligations related solely to the implementation of Axon Records or Standards will be cancelled. For the avoidance of doubt, no refund, credit or additional discount will be provided for Agency's election to not utilize any subscription purchased as part of an Axon Bundle.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-427095

Agency is terminating those contracts effective 12/01/2023. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $ $919,930.81 to the quote for delivered but unpaid items.

Agency will not pay September 2023 invoices generated from quote Q-427095.

11/22/2023

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Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-527916-45237.964BM

Issued: 11/07/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 12/01/2023

Account Number: 106844
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-2515 Camino Entrada 2515 Camino Entrada Santa Fe, NM 87507-4808 USA	Santa Fe Police Dept. - NM PO Box 909 Santa Fe NM 87504-0909 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brian Moutinho Phone: +1 9168062275 Email: bmoutinho@axon.com Fax:	Ben Valdez Phone: (505) 955-5040 Email: bpvaldez@santafenm.gov Fax: (505) 955-5052

Quote Summary

Program Length	94 Months
TOTAL COST	$419,256.00
ESTIMATED TOTAL W/ TAX	$453,582.59

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	$419,256.00	$34,326.59	$453,582.59
Total	**$419,256.00**	**$34,326.59**	**$453,582.59**

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Quote Unbundled Price:	**$640,071.46**
Quote List Price:	**$640,071.46**
Quote Subtotal:	**$419,256.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73891	RECORDS LICENSE, NON-SWORN	20	94		$17.31	$17.96	$33,756.00	$2,763.78	$36,519.78
A la Carte Services									
80505	REGIONAL TECHNICAL ACCOUNT MANAGER (TAM)	1	12		$5,768.39	$0.00	$0.00	$0.00	$0.00
73896	STANDARDS IMPLEMENTATION SERVICE	1			$30,000.00	$30,000.00	$30,000.00	$2,456.25	$32,456.25
100560	DATA CONVERSION / MIGRATION	1			$35,000.00	$35,000.00	$35,000.00	$2,865.63	$37,865.63
85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1			$300.00	$320,500.00	$320,500.00	$26,240.93	$346,740.93
Total							**$419,256.00**	**$34,326.59**	**$453,582.59**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73891	RECORDS LICENSE, NON-SWORN	20	12/01/2023	09/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	100560	DATA CONVERSION / MIGRATION	1
A la Carte	73896	STANDARDS IMPLEMENTATION SERVICE	1
A la Carte	80505	REGIONAL TECHNICAL ACCOUNT MANAGER (TAM)	1
A la Carte	85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1

Payment Details

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Records	100560	DATA CONVERSION / MIGRATION	1	$35,000.00	$2,865.63	$37,865.63
Records	73891	RECORDS LICENSE, NON-SWORN	20	$33,756.00	$2,763.78	$36,519.78
Records	73896	STANDARDS IMPLEMENTATION SERVICE	1	$30,000.00	$2,456.25	$32,456.25
Records	80505	REGIONAL TECHNICAL ACCOUNT MANAGER (TAM)	1	$0.00	$0.00	$0.00
Records	85157	PROFESSIONAL SERVICES MILESTONE PAYMENT: RECORDS	1	$320,500.00	$26,240.93	$346,740.93
Total				**$419,256.00**	**$34,326.59**	**$453,582.59**

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

DocuSign Envelope ID: 7903B4BE-A9AE-4F04-8926-88BC3E9C359B

Exceptions to Standard Terms and Conditions

This quote is only valid if executed alongside Q-527918.

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement (**"Agreement"**) is between Axon Enterprise, Inc. (**"Axon"**), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (**"Agency"**). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (**"Effective Date"**). Axon and Agency are each a **"Party"** and collectively **"Parties"**. This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix (**"Quote"**). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. **"Axon Cloud Services"** means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. **"Axon Device"** means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. **"Quote"** means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. **"Services"** means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (**"Term"**).

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (**"Subscription Term"**).

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. The total amount payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed $11,113,169.42. 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.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon (**"CEW"**) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**

warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote (**"Spare Axon Devices"**). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, **"Releasees"**), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables (**"SOW"**). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW.

Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. This Agreement may also be terminated by the Agency upon 30 days written notice to the Axon.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

    18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's

reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **New Mexico Tort Claims Act.** Any liability incurred by the AGENCY 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 AGENCY 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.

18.12. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON

Master Services and Purchasing Agreement for Agency

AXON:

Axon Enterprise, Inc.

Signature: DocuSigned by: [signature]

Name: Robert E. Driscoll, Jr.

Title: VP, Assoc. General Counsel

Date: 11/22/2023 | 11:23 AM MST

AGENCY:

City of Santa Fe:

Signature: _____

Name: Alan Webber

Title: Mayor

Date: _____

Attest:

_____

Geralyn Cardenas, Interim City Clerk

City Attorney's Office:

Christopher W. Ryan

Christopher W. Ryan (Nov 22, 2023 16:00 MST)

Senior Assistant City Attorney

Approved for Finances:

_____

Emily Oster, Finance Director

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. (**"Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term (**"Axon Records Subscription"**)

    b. An **"Update"** is a generally available release of Axon Records that Axon makes available from time to time. An **"Upgrade"** includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Technology Assurance Plan Appendix

If Technology Assurance Plan (**"TAP"**) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan (**"OSP"**), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote (**"OSP Term"**).
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (**"BWC Upgrade"**) as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (**"Dock Upgrade"**). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes **"Duty Cartridge Replenishment Plan"**, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, **"Training Content"**), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (**"Trade-In Units"**) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, **"Axon Fleet"**) as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server (**"WOS"**). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS (**"WOS Updates"**) available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, **"Axon Vehicle Software"**.) **"Use"** means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal (**"Portal Content"**), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, **"Virtual Reality Media"**).

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time (**"API Update"**). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**"Channel Services SOW"**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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My90 Terms of Use Appendix

Definitions.

1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. **"Agency Data"** means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. **"My90 Data"** means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

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STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON RECORDS AND STANDARDS FOR SANTA FE POLICE DEPARTMENT ("SOW")

Submitted By:
Axon Enterprise, Inc. (Axon)
17800 North 85th Street
Scottsdale, AZ 85255

DocuSign Envelope ID: 7903B4BE-A9AE-4F04-8926-88BC3E9C359B

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1. PROJECT OVERVIEW:

This document serves as an overview of the Axon Records project. Axon Records, Axon Dispatch, and Axon Standards are cloud-native software solutions provided as a SaaS subscription.

1.1 SOFTWARE

The software detailed in this SOW includes, but is not limited to, the listed functionality:

AXON RECORDS	▸ Employee Management ▸ Master Name Index ▸ Master Address Index ▸ Master Location Index ▸ Master Vehicle Index ▸ Axon DataStore ▸ User Permission Management ▸ Distribution Management ▸ Print Auditing ▸ Search ▸ Master Index Alerts ▸ Audit Trail ▸ New Mexico State Reporting ▸ Incident Reporting ▸ Attachments ▸ Physical Property & Evidence Entry ▸ Sealing ▸ Restrictions ▸ Citations Integration (Import) o Name and Vehicle Validation o Incident Report Linking o Attachments ▸ Crash Reporting Integration (Import) o Name and Vehicle Validation o Impound Import o Diagram Import o Incident Report Linking o Attachments

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	▸ Field Interviews ▸ Digital Evidence Management ▸ Case Management ▸ Configurable Forms and Fields ▸ Records Requests ▸ Expungement ▸ Redaction ▸ Supplements
AXON STANDARDS	▸ Use of Force ▸ Vehicle Pursuit ▸ Vehicle Collision ▸ Internal Complaint ▸ Citizen Complaint ▸ Attachments ▸ Internal Affairs Investigative Case Management ▸ Configurable Forms and Fields ▸ Restrictions

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Santa Fe Police Department who is identified within this SOW
End-Users	Specific agency groups who will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and agency-specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's criminal justice information system
MDC	Mobile data computer – a device associated within a vehicle or other mobile unit

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NIBRS	National Incident-Based Reporting System
DataStore	The database Axon provides allowing the agency to query data
Product	The software solution being implemented as part of this SOW
Production Environment	The operational environment where the product is accessed
Training Environment	The pre-production environment where all Axon-specific development, configuration, FAT, UAT, and training take place
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the agency if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between agency and Axon to approve completion of project phases
Requirements Phase	Requirements gathering and confirmation occurs during this phase. Confirmed requirements feed the sprint phase, and sprints are designed around what can and cannot be accomplished given time and resource constraints on both Axon and the agency's sides.
Configuration Phase	Project phase encompassing iterative development through sprints. Integrations and workflows are developed and deployed during this phase. The agency forms are also configured during this phase.
Sprint	A period during the configuration phase of the project (typically 2-3 weeks) where specific pieces of functionality are built, configured, and delivered.
Sprint Review	Signifies the end of the sprint where Axon showcases what was built, configured, and delivered. These items are then deemed ready for FAT and UAT.
Go-Live	End-users are activated, and the agency is actively using the product
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with the agency and the agency's vendors
Functional Acceptance Testing (FAT)	Testing the functionality of the system as configured for the agency

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User Acceptance Testing (UAT)	Testing the functionality of the system as configured for the agency from an end-user's perspective

1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this project:

- Administration, management, or support of any internal city, county, state, federal, or agency IT network or infrastructure
- Third-party products and services costs related to the vendors or agency's side of the integration
- Changes made by the agency or the agency's vendors

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2. PROFESSIONAL SERVICES:

2.1 GENERAL

The agency will provide a master charge table that Axon will load. Axon will provide the appropriate structure to the agency.

2.2 INTERFACES

The agency tasks related to interface setup start immediately after project kick-off. It is critical for the agency interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

- The agency must provide any relevant technical documentation per interface to Axon.
- The agency will facilitate any necessary meetings with all third-party system vendors where integration is required.
- Axon will provide any relevant Axon API documentation to the agency.
- Axon will conduct integration acceptance testing demonstrating the functionality of each integration to the agency.
- The agency must notify Axon of any changes to the agency's side of the integration that are beyond Axon's control and may impact the integration.

AGENCY INTERFACES

2.2.1 **Records | OSSI | CFS:** Axon will import Call for Service (CFS) information from OSSI, which will automatically generate an incident report and assign it to the Primary Officer on the call.

2.2.2 **Records | TRaCS | Citation:** Axon will import citation data from TRaCS into a standalone form in Axon Records. The report will automatically finalize upon import.

2.2.3 **Records | TRaCS | Crash:** Axon will import crash data from TRaCS into a standalone form in Axon Records. The report will automatically finalize upon import.

2.2.4 **Records | File on Q | Property and Evidence:** Axon will export property and evidence data from Axon Records to File on Q, which will reduce duplication of effort by allowing officers to enter physical property and evidence

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data into 1 system. All property related data will then be available in FileOnQ.

2.2.5 **Records | LexisNexis | CrimeMapping:** Axon will export data from Axon Records to LexisNexis' Crimemapping solution so that the community can view crime statistics in their area.

GO LIVE CONTINGENCY

Before interfaces are complete, the agency may Go-Live. This does not relieve Axon from completing the interfaces, but the agency will be charged upon using the software.

2.3 DATA CONVERSION

DESCRIPTION OF ROLES AND RESPONSIBILITIES BETWEEN THE AGENCY AND AXON:

The agency should be prepared to:

- Provide a subject-matter expert (SME) and provide availability for consultation throughout the project.
- Facilitate meetings with all third-party system vendors where data conversion is necessary, as required by Axon.
- Extract and provide the data to Axon in an agreed-upon format.
- Address data quality by the agency prior to provisioning to Axon.
- Minimize the amount of business logic and file processing prior to conversion where possible.
- Provide a data dictionary to define all elements of the legacy data.
- Provide an entity relationship diagram of the legacy database, if available.
- Collaborate with Axon to map the data from the legacy data structures and formats into the product.

Data conversion and data conversion review are critical to project deployment success. Throughout the data conversion, requirements planning, and review process, the agency project team and Axon data conversion project resource work closely together to ensure success.

AGENCY DATA CONVERSIONS

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2.3.1 **OSSI | Records Data Conversion:** Axon will import legacy NIBRS data from OSSI into Axon Records.

2.3.2 **IA Pro/Blue Team | Standards Data Conversion:** Axon will import legacy data from IA Pro/Blue team into Axon Records.

GO-LIVE CONTINGENCY

Before data conversion is complete, the agency may Go-Live. This does not relieve Axon from completing the data conversion, but the agency will be charged upon using the software.

2.4 REPORTING AND DATASTORE

- Axon will configure and make available to the agency a MS SQL DataStore containing all field and form data from the Axon Suite that allows the agency to utilize available data for reporting and analytical purposes.
- Axon will provide the agency with a data dictionary and/or other appropriate documentation.
- If Axon provides reports for specific purposes as indicated, it is the responsibility of the agency to maintain them after Go-Live.

2.5 READINESS

- Axon will work in partnership with the agency to determine readiness by conducting functional testing and an end-to-end system review. The Axon program manager and the agency project manager will work closely together to plan and execute readiness scenarios.
- Axon will conduct functional acceptance testing via use cases approved by Axon and the agency.
- All issues discovered during and after training will be entered into the service portal for triage and follow-up.

2.6 TRAINING

Axon will work in partnership with the agency to design an appropriate Training Plan and schedule to ensure affected agency members are adequately trained and prepared to administer and use Axon Records.

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The agency will receive a training guide that outlines the topics to be covered, intended audience, facility needs, and duration of the training.

FORMAT

Axon will provide the agency with all the necessary training materials and digital assets to facilitate any of the training formats listed below. Training sessions will be conducted in an environment containing necessary configurations, forms, and workflows.

TRAIN-THE-TRAINER:

Axon trains system administrators and/or "super users" in full system functionality that is role agnostic.

- Axon's Train-the-Trainer approach provides the agency with at least one user group that is fully equipped to provide system expertise to any user and provide agency-led training to other users.

Note: It will be the responsibility of the agency to update the training materials to include agency policies and procedures.

SCHEDULE:

The training plan will contain an agreed-upon schedule that makes efficient use of time and resources to avoid undue staffing impacts on the agency. Training sessions exclusive to the Functional Acceptance Testing (FAT) will only occur after FAT has been successfully completed and documented.

- Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Friday) during normal business hours (8am-6pm).
- Training sessions required past the agreed-upon schedule in the training plan, regardless of delivery method, will be the responsibility of the agency, unless agreed upon previously by the project team and training team management.

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2.7 GO-LIVE

Axon will work in partnership with the agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon will coordinate the Go-Live event.

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3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

AXON TEAM

- **Executive Sponsor:** An Axon executive overseeing the implementation process and communicating progress to Axon Leadership.
- **Strategic Project Manager:** The dedicated point of contact and person responsible for successful deployment.
  - Ensures all team members from Axon and the agency are continually updated on the status of the project.
  - Speaks on behalf of the agency with respect to the project
  - Works internally to eliminate roadblocks as required to keep project on track.
  - Signs related project documents and reports as required.
  - Organizes scheduling needs related to the project
- **Solution Architecture Manager:** the technical lead on the project. Holds responsibility for the development and execution of technical initiatives affecting other teams.
- **Business Analyst** - One of the main executors of the agency's and PM's deployment plan. Holds responsibility for ensuring the project accounts for all specific data elements, and that internal systems are set up and maintained throughout deployment.
- **Strategic Customer Success Manager** – Holds responsibility for post-implementation and ongoing support.
- **Training Specialist** – Provides training to the agency on the applications being deployed.

AGENCY TEAM

- **Executive Sponsor:** This role is a career police department leadership role with deep understanding of the agency.
  - Acts as primary agency business sponsor responsible for success of the records initiative.
- **Project Manager:** This role requires experience managing enterprise cloud-based software project delivery experience and strong foundational technical experience.

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- Acts as the primary point-of-contact and agency-designated project leader responsible for the success of the Records initiative.
- Manages and coordinates all agency resources committed to support the project during each phase of delivery through launch and post-launch adoption of the system.

- **Integrations Manager:** This role requires strong foundational experience in technology solutions and application integration. This role also requires fluency in all agency project-relevant data sources, application integrations, and existing custom-developed applications, queries, and reports.
- **IT Administrator:** This role requires strong foundational experience in systems administration and network management, fluency in all agency network-related processes, sequence and timing of recurring process jobs, reconciliation, etc. This role also requires fluency in the overlap, vulnerabilities, and disaster recovery protocols associated with agency IT infrastructure.
  - Ensures project resources have access to systems and data required to support integration and data conversion activity.
- **Records Supervisor:** This role provides strong foundational experience in records management, agency policies, compliance activity, and standard operating procedures. This role also provides fluency in all processes associated with close activity, special processes, and queries to manage bulk actions, as well as a detailed understanding of data elements that support special compliance obligations.
- **Patrol Lead:** This role requires strong foundational experience in field policies related to data collection, records initiation, and categorization of the numerous forms of citizen interaction. This role also requires fluency in the policies associated with records creation, supplements, amendments, checkpoints, routing, case management, and determination of records outcomes.
- **Reporting Analyst/Lead:** This role requires strong foundational experience in ad-hoc, daily, weekly, and monthly reporting policies and compliance across local, state, and federal entities. This role also requires fluency in all agency reporting processes, including queries, scripts, and custom applications utilized for all bulk processing to support reporting requirements.

3.2 REQUIREMENTS PLANNING

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All project requirements will be documented during the kick-off and discovery phases of the project.

Once the agency and Axon agree on all requirements, Axon's project manager will work with the agency's project manager to develop a project plan for Axon's implementation.

3.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the agency and Axon. All PCO forms must be approved and signed by the agency authority (Attachment_B).

The agency acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

3.4 PROJECT METHODOLOGY

Axon utilizes a hybrid approach to project management, utilizing aspects of both Agile and Waterfall methodologies. We use Waterfall for the overall project, with respect to major milestones. We utilize Agile during the configuration and build phases of the project.

3.5 MILESTONE COMPLETION REPORT ("MCR")

Axon will submit an MCR to the agency for approval upon completion of a milestone. Milestone Completion Report included (Attachment A).

Upon receiving an MCR, the agency has 14 calendar days to approve the milestone completion. If the agency has issues related to the milestone completion, the expectation is that the agency will respond in writing to Axon with any issues related to the MCR within the 14 calendar-day window.

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4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays, or major events that may impact the project.
- Ensure agency desktop, mobile systems, and devices can access the product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- Provide Axon with remote access to the agency's Axon Evidence account when required.
- The agency agrees to pay fees upon completion of Go-Live.

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5. SUPPORT:

- Axon will provide on-site Go-Live support the week the agency begins using the software.
- Axon will provide updates and enhancements to the product, which the agency will automatically receive.
- Axon will provide the agency's end users with access to the help.axon.com support portal to submit and review service tickets.
- Following final acceptance, the agency will utilize Axon support via my.axon.com for any further modifications to the product.
- For technical support assistance, the agency may contact a technical support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the agency's investment in the Axon ecosystem. Phone support is available 24/7.

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6. TERMS AND CONDITIONS:

This SOW is governed by the master services and purchasing agreement executed by the parties.

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ATTACHMENT A - MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Santa Fe Police Department:

- ☐ Project kick-off
- ☐ Requirements completion
- ☐ Functional review and completion of configuration
- ☐ User acceptance testing
- ☐ Completion of agency training
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ NIBRS/State Reporting Completion
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on:

_____ day of _____, 20___

Today's date: _____

Agency name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____

SAMPLE

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ATTACHMENT B - PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.	AGENCY
Signature:	Signature:
_____	_____
Name:	Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

SAMPLE

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ATTACHMENT C - THIRD-PARTY PRODUCTS AND SERVICES

To deliver a complete solution to the agency, Axon employs third-party products and services providers.

Axon will be responsible for the management of third parties identified within Attachment C for the purposes of this project. All communications between those third parties, the agency, and Axon will be managed by Axon including any supporting requirements, integration acceptance testing, functional acceptance testing, or the processing of PCO or MCR documentation.

The following third-party products and services are included within the scope of this SOW:

- Microsoft Self Hosted Integration Runtime ("SHIRt"):
  - Included within this project is software that allows integrations within the agency's local environment to communicate with Axon's cloud hosted environment.
  - The agency agrees to provide a CJIS server and operating environment for hosting the Self Hosted Integration Runtime. The minimum technical requirements are:
    - Windows 8.1, 10, 11 or Server 2012, 2012 R2, 2016, 2019, 2022
    - 64-bit Operating System with .NET Framework 4.7.2 or above

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000054836
Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255

Email: kwatson@axon.com
Telephone No.: (800) 978-2737

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

Invoice:
Same as "Ship To"

Number: **80-000-18-00048AF**

Amendment No.: **Ten**

Term: **May 14, 2018 – December 30, 2023**

NASPO ValuePoint:
https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/

Procurement Specialist: **Theresa Mendibles** TM

Telephone No.: **505-795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Title: **Public Safety Video Systems**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended thru December 30, 2023 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date 8/30/2023

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

MS

NASPO ValuePoint
PARTICIPATING ADDENDUM

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**

NASPO ValuePoint

Master Agreement #: OK-MA-145-015

Contractor: **AXON ENTERPRISE, INC.**

Participating Entity: **STATE OF NEW MEXICO**

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the *Public Safety Video Systems* led by the State of *Oklahoma* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico.* Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Axon Enterprise, Inc.
Address:	17800 N. 85th Street, Scottsdale, AZ 85255
Telephone:	800-978-2737
Fax:	490-991-0791
Email:	contracts@axon.com

Participating Entity

Name:	State of New Mexico
Address:	1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827-0477
Fax:	505-827-2484
Email:	travis.dutton-leyda@state.nm.us

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

NASPO ValuePoint
PARTICIPATING ADDENDUM

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**

NASPO ValuePoint

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on January 31, 2019. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

Termination:

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

Appropriations:

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

Status of Contractor:

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

Conflict of Interest; Governmental Conduct Act:

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during

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

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

Amendment:

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

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

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.

Penalties for violation of law:

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

Equal Opportunity Compliance:

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

Workers Compensation:

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



Applicable Law:

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

Records and Financial Audit:

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

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.

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.

Non-Collusion:

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

Notices:

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

To the Procuring Agency:

Lawrence O. Maxwell, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505
To the Contractor:

NASPO ValuePoint
PARTICIPATING ADDENDUM

PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of **Oklahoma**

NASPO ValuePoint

To the Contractor:

Name:	Contracts
Address:	17800 N. 85th Street, Scottsdale, AZ 85255
Telephone:	800-978-2737
Fax:	480-991-0791
Email:	contracts@axon.com

Succession:

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

Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

New Mexico Employees Health Coverage:

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

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c)

declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

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

Employee Pay Equity Reporting:

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this Clause. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services

performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

Default and Force Majeure:

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

Assignment:

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

Subcontracting:

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

Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

Commercial Warranty:

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

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.

Release:

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

Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

Incorporation by Reference and Precedence:

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

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

Inspection:

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

Inspection of Services:

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

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

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

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

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

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $1,000,000.

d. Umbrella: $1,000,000.

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

Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues

(including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **"Gross total sales"** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "*State Purchasing Division.*" This contract number **80-000-18-00048** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

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

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

5. Lease Agreements: ***Reserved***

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *New Mexico* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices

and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **State of New Mexico**	Contractor: Axon Enterprise, Inc.
Signature:	Signature: DocuSigned by: A33E01ECD76941F...
Name: **Lawrence Maxwell**	Name: Bobby Driscoll
Title: **State Purchasing Agent**	Title: VP of Sales Operations
Date:	Date: 5/14/2018

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): 8662837122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURED
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Casualty Company	11991
INSURER B:	Navigators Insurance Co	42307
INSURER C:	Hartford Ins Co of the Midwest	37478
INSURER D:	Hartford Fire Insurance Co.	19682
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570101846292 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER: Xcl Prod/Comp Ops			NGO0001132 SIR applies per policy terms & conditions	08/01/2023	08/01/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$50,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
							Per Occ. SIR	$1,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			59 UEN FN6060	09/30/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION			UNO0000164	08/01/2023	08/01/2024	EACH OCCURRENCE	$9,000,000
							AGGREGATE	$9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			59WEAC0S6D	09/27/2023	08/01/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Santa Fe is included as Additional Insured in accordance with the policy provisions of the General Liability and Excess Liability policies.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504-0909 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570101846292

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AGENCY CUSTOMER ID: 570000007117
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER	
See Certificate Number: 570101846292	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570101846292	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
B				RK23EXC744358IV	08/01/2023	08/01/2024	Aggregate	$10,000,000
							Each Occurrence	$10,000,000

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AGENCY CUSTOMER ID: 570000007117
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Axon Enterprise, Inc.
POLICY NUMBER	
See Certificate Number: 570101846292	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570101846292	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2023 - 8/1/2024:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
$10,000,000 Each Occurrence Limit
$10,000,000 Products/Completed Operations Aggregate Limit
$ 5,000,000 Per Occurrence Self Insured Retention

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AXON ENTERPRISE, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
17800 N. 85TH ST.

Requester's name and address (optional)

6 City, state, and ZIP code
SCOTTSDALE, AZ 85255

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
8 6 - 0 7 4 1 2 2 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jay Stowe Date ▶ 1/4/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of Santa Fe, New Mexico
Memorandum

DATE: **November 28, 2023**

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

FROM: **James Harris, Airport Manager**

ACTION:

Request for Approval of the addition of 6 FTE's to the Santa Fe Regional Airport for Security Services.

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport currently utilizes contracted security to fulfill its security requirements under 49 CFR Part 1542. These security services are required for the operation of TSA Passenger Screening and passenger boarding of commercial flights. Since the Airport's federalization in 2016, security service providers have not been able to meet these requirements leading to the dismissal of security companies on multiple occasions. The Airport is requesting us to employ its own Security Officers that will report directly to the Airport Manager and the Airport Security Coordinator. Doing so will better ensure the Airport meets the requirements of TSA, will save over $50,000.00 annually, and prevent an operational shutdown of commercial passenger service to the Airport.

The Santa Fe Regional Airport is looking to hire 6 full-time security officer positions at the following rate:

- Airport Security Officers - $25.00/ hour. The annual pay for each position will be $52,000 plus $33,101 for benefits (Social Security/Medicare tax, PERA, Retiree Health Care, Medical Insurance). The total for each position will be $85,101 annually and will be funded by money that is currently budgeted for the outsourcing of security services at the airport.

The total annual need for 6 positions is $510,606, however, we will only need half of that amount for the remainder of FY24. The proposal provided by Condor Security for FY24 is $562,553.90. A TBAR will be completed to move funds from the open purchase order to the respective accounts for salaries and benefits after approvals from Committees and Governing Body.

COMMITTEE REVIEW

Finance Committee: 12/04/2023
Public Works and Utilities: 12/11/2023
Governing Body: 12/13/2023

ADD/CHANGE JOB DESCRIPTION REQUEST FORM

☒ New Position	☐ Change to Current Job Description

	Current Information:	Proposed Information:
Department/Division:		Public Works / Airport
Position Number:	TBD	TBD
Position Status:	☐ At-Will ☐ Classified ☐ Probationary ☐ Temporary ☐ Term	☐ At-Will ☒ Classified ☐ Probationary ☐ Temporary ☐ Term
	☐ Full Time ☐ Part Time (20-39 hrs/week) ☐ Part Time (<20 hrs/week)	☒ Full Time ☐ Part Time (20-39 hrs/week) ☐ Part Time (<20 hrs/week)
F.L.S.A Status:	☐ Exempt ☐ Non-Exempt ☐ Partial Exemption	☐ Exempt ☒ Non-Exempt ☐ Partial Exemption
Union Status:	☐ AFSCME ☐ IAFF ☐ POA ☐ Non-Union	☐ AFSCME ☐ IAFF ☐ POA ☒ Non-Union
Pay Range:		9
Hourly Pay:		$18.610 - $27.915
Business Unit:		500110

Basis for Request: Indicate the basis for requesting a new position or the primary change that has occurred in the job for an existing position. Please include changes in organizational and/or business practices that are applicable to this request.

this is a new position being proposed and that based on HR's SAFE Method analysis, this would be at Range 9. The creation of these positions are subject to governing body approval.

REQUIRED DOCUMENTS FOR PROCESSING:

- Job description with tracked changes
- Position only Personnel Action Form (PAF) requesting the change
- PAF for all employees affected by the change

REQUIRED AUTHORIZATIONS:

James Harris — Nov 27, 2023
Division Director / Supervisor — **Date**

Layla Archuletta Maestas
Layla Archuletta Maestas (Nov 27, 2023 14:36 MST) — Nov 27, 2023
Department Director — **Date**

Carmen Hancock
Carmen Hancock (Nov 27, 2023 14:43 MST) — Nov 27, 2023
Human Resources Analyst — **Date**

Bernadette Salazar — Nov 28, 2023
Human Resources Director — **Date**

HR use only	
EEO Function Category and Code	
Workers Compensation Code	
Safety Sensitive	
PERA Retirement	
Management/Supervisory	
Employee Group Code	

THE CITY OF
SANTA FE

Airport Security Officer

FLSA Status: *Non Exempt*
Union Status: *Non Union*
Salary Range: *9 (18.610 -27.915)*

General Definition of Work

Under the direct supervision of the Airport Security Coordinator, the Airport Security Officers are responsible for ensuring a safe and secure environment for passengers and staff.

The Airport Security Officer is a specialized enforcement position providing for the protection of civilian/commercial aviation passengers, visitors, aircraft, employees and facilities. Work involves specialized security requirements of an airport including traffic control, assisting with the arrest and detention of persons suspected of violating local, state or federal laws or regulations, vehicular and foot patrols, report writing and participation in training sessions on airport related issues. This position also provides continuous monitoring of airport activity and responds to incidents and emergency events as required to provide necessary support.

Supervision Received

The Airport Security Officers reports directly to the Airport Security Coordinator.

Supervision Exercised

None

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. A position may not include all of the duties listed and the listed examples are not an exhaustive list of the duties that may be found in a position of this class.

Essential Functions

- Patrols airport terminal areas, grounds, and perimeter to ensure areas are secure.
- Identifies improper activity or irregularities and provides security and customer service to the public.
- Monitors access to restricted and secured areas, stationed at designated checkpoints to check, verify, and validate identification badges of individuals.
- Observes vehicles and checks vehicle information including proper signage, stickers, and license plates to ensure vehicles are authorized prior to allowing access to the airfield and other restricted areas.
- Makes security checks of assigned areas to ensure access control devices are working properly and areas are properly secured.
- Issues citations for traffic violations on the airfield and airport roadways, and non-traffic citations for security violations including failure to display identification badges by airport personnel.
- Detains individuals found violating or suspected of violating city, state, and federal laws, restraining individuals using handcuffs or other restraining devices.
- Conducts pat down searches of detained individuals; physically searches properties and vehicles.
- Contacts and coordinates with Santa Fe Police Officers for the transfer, transporting, and processing of detained individuals.
- Responds to incidents and disturbances including family and civil disputes occurring on airport grounds, assessing the situation to identify safety factors, securing the area and requesting needed backup and assistance.
- Prepares reports documenting incidents and irregularities and maintains daily work activity logs.
- Maintains crowd and traffic control at the terminal areas, escorts vehicles and personnel onto airfield and controls movement of vehicles on airside.
- Conducts patrols and security checks in support of Transportation Security Administration (TSA) Airport security programs and the Federal Aviation Administration (FAA), Airport Emergency Plan (AEP).
- Administers first aid and cardiopulmonary resuscitation (CPR) and uses Automated External Defibrillator (AED) equipment as needed.
- Drives/operates security vehicles and uses radios to maintain communications in the performance of duties.

- Establishes and maintains working relationships with airport tenants to address security issues and concerns and follows up with tenants regarding the status of complaints/incidents.
- Testifies at judicial proceedings and administrative hearings.
- Patrols the airport facilities and surrounding property in marked vehicles providing an enforcement presence to deter criminal activity and ensure areas are secure.
- Handle multiple tasks with shifting priorities, occasional interruptions of planned work activities such as phone calls, citizen contacts, and unplanned events.
- Performs related duties as required.

Knowledge, Skills, and Abilities

- High level of proficiency in the use of a personal computer is necessary, including skills in Microsoft Office (Word, Excel, PowerPoint, SharePoint, etc.).
- This position requires skills in prioritization, organization, communications interpersonal relations, and the ability to manage multiple projects simultaneously.
- Proven ability to establish and maintain effective working relationships with stakeholders, including coworkers, supervisors, and the public.
- Excellent verbal, non-verbal and written communication skills including the ability to communicate on two-way radio.
- Reports and forms used by Airport Security, including proper completion, and appropriate paperwork for various situations as needed to document activities and offenses.
- Use firearms with sufficient accuracy required to pass the minimum handgun qualifications.
- Communicate courteously and effectively with the public, airport personnel, checkpoint personnel, and other law enforcement agencies.
- Attentiveness to procedures to reduce potential risk of injury in work areas.
- This position requires the ability to maintain control and exhibit good public relations under all conditions.
- Ability to maintain effective working relationships with airport tenants, FAA, TSA, state agencies, and all other applicable agencies.

Education Requirement

High School Diploma or GED equivalent.

Experience Requirement

- A minimum of three (3) years' work experience in security, law enforcement, or related field, preferred.
- Previous experience working at an airport can be substituted for minimum experience requirement.

Education and Experience Equivalency

Appropriate type and level of experience may be substituted for each required year of post-high school education. Additional appropriate education may be substituted for the minimum experience requirements.

Licensure and Certifications

- Valid New Mexico Driver's License.
- Obtain AAAE/ACE Security certification within six months of hire.
- New Mexico Security Officer Level 3 Certification Required.

Special Requirements

- Must pass TSA security background checks to include Criminal History Records Check (CHRC) and Security Threat Assessment (STA).
- Must maintain federally mandated security clearance required to work at an airport at all times.

Physical Requirements

- This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of over 100 pounds of force.
- Work regularly requires standing, walking, speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms and repetitive motions and frequently sitting, climbing or balancing, tasting or smelling, pushing or pulling and lifting.

- Work has standard vision requirements, vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating motor vehicles or equipment and observing general surroundings and activities.

Working Environment

- Work is performed both in an office setting and in the field, sometimes in inclement weather.
- May be exposed to carbon monoxide fumes, gasses, noise or other health hazards. Exposure to CRT and UV rays. Some evening and weekend work may be required.
- Work regularly requires exposure to fumes or airborne particles.
- frequently requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts, exposure to outdoor weather conditions, exposure to extreme cold (non-weather) and exposure to extreme heat (non-weather).
- Occasionally requires working in high, precarious places and exposure to the risk of electrical shock.
- The noise level in the outside work environment can be moderate to loud based on location or the aircraft movement in the area.
- Physical activities include climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, feeling, talking, hearing, grasping, and repetitive motions.

EEO/ADA Compliance

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the American's with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Veterans' Hiring Initiative

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and, it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.
Job applicants who are veterans with an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veterans' Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status for the position in which applying for.

Applications must be submitted online at: https://santafenm.munisselfservice.com/employmentopportunities/

Resumes will not be accepted in lieu of the city application form, unless the position status is at-will. When required of the position, high school diploma/GED, college degree(s), certification(s), or license(s) must be attached at the time of submission of the application. Each applicant is considered only for the current vacancy indicated on the application submitted. It is the responsibility of the applicant to monitor any future openings and to submit a separate application for each position. Incomplete applications will not be considered. Applications become public record upon receipt and may be made available for public inspection upon request. Pre-placement physical exams, and drug and alcohol screenings are required for some positions.
This job announcement is not intended to be inclusive of all functions, responsibilities and qualifications associated with the position, however, representative of the essential job functions and typical criteria considered necessary to successfully perform the position. This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/21/2023 **Submitted By:** Kelly Bynon

Department: Public Works **Division:** Airport

Org Code: 5456050 **Percent Charged:**[2] 100.0%

Proposed Range: 9 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 26 26 **Proposed Hourly:** $ 25.000 **Within Range?**[5] TRUE

UNION STATUS: NON-UNION **Total Annual Hours:** 2,080 **Annual Salary:** $ 52,000

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 52,000
FICA/Medicare	503100	$ 3,978
Retirement (PERA)	503150	$ 11,720
Med/Life	503200	$ 15,313
Retiree Health Care	503250	$ 1,040
Workers' Comp	503350	$ 520
Dental	503400	$ 530
TOTAL		**$ 85,101**

For Budget Use Only	
Budget Log #	SA00181

Comments/Justification *(use multiple lines below if needed):*

The Santa Fe Regional Airport will request, from the Governing Body, to open 6 new positions at the Airport. All 6 positions will be Airport Security Officers. This will bring required securirty at the airport in house instead of outsourcing to security vendors.

James Harris

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 22, 2023 09:47 MST)

Budget Approval (signature)

CITY OF SANTA FE

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Budget Log #	SA00181

Comments/Justification *(use multiple lines below if needed):*

The Santa Fe Regional Airport will request, from the Governing Body, to open 6 new positions at the Airport. All 6 positions will be Airport Security Officers. This will bring required securirty at the airport in house instead of outsourcing to security vendors.

James Harris

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 22, 2023 09:47 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/21/2023 **Submitted By:** Kelly Bynon

Department: Public Works **Division:** Airport

Org Code: 5456050 **Percent Charged:**[2] 100.0%

Proposed Range: 9 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 26 **Proposed Hourly:** $ 25.000 **Within Range?**[5] TRUE

UNION STATUS: NON-UNION **Total Annual Hours:** 2,080 **Annual Salary:** $ 52,000

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 52,000
FICA/Medicare	503100	$ 3,978
Retirement (PERA)	503150	$ 11,720
Med/Life	503200	$ 15,313
Retiree Health Care	503250	$ 1,040
Workers' Comp	503350	$ 520
Dental	503400	$ 530
TOTAL		**$ 85,101**

For Budget Use Only

Budget Log #	SA00181

Comments/Justification *(use multiple lines below if needed):*

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CITY OF SANTA FE

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James Harris
Department Director Approval (signature)

Anita C. Medina
Anita C. Medina (Nov 22, 2023 09:47 MST)
Budget Approval (signature)

SECURITY QUOTE

Trained, Trusted and Delivering Results.

Mailing Address:
Condor Security of America, Inc.
1522 Constitution Blvd #112, Salinas, CA 93905-3803
(800) 672-6057 - Office (831) 717-1314 - Fax
daniel.flores@condorsecurity.com

DATE: July 20, 2023

TO **Santa Fe Regional Airport**
121 Aviation Drive
Santa Fe, NM 87507-8495

ATTN: Kelly Bynon
Email: kabynon@santafenm.gov
Website: https://flysantafe.com/
(505) 505-670-1103 - Office

QTY	TYPE OF SERVICE	DESCRIPTION OF SERVICE	UNIT PRICE PER HOUR/PER OFFICER	ESTIMATED SUB-TOTAL
4	**Security Services** Level-3 Guards - Including Vehicle Patrol: Annual Coverage Date: July 01, 2023, to June 30, 2024. Absolute Location **Santa Fe Regional Airport** 121 Aviation Drive Santa Fe, NM 87507-8495	**Monday-Sunday** Two (2) Security Guards Per Shift: • 0400 to 1400 (10 hrs.) • 1400 to 0000 (10 hrs.) Two (2) Hours Overtime (OT) Per Shift: Eight (8) Hours Total OT	$32.34 REG $48.51 OT/Holiday	$377,731.20 $141,649.20
1		**Vehicle Patrol** • SUV ($8.95)/hour) *(*City provides fuel)*	$8.95	
	Gross Receipts Tax (GRT)	GRT 8.3125% multiplied to combined total $519,380.40		$43,173.50
			ESTIMATED GRAND-TOTAL	**$562,553.90**

*Add'l Overtime / Holiday are not included in the estimated total

This is a quotation on the services named, subject to the conditions noted below.

(Please initial next to each line item):

_____ Our best effort will be made to ensure that overtime does not incur. However, due to unexpected schedule changes, if OT should occur, it will be billed at the designated rate. Overtime will incur after the 8th consecutive hour worked by a single officer.

_____ Holidays will be billed at a separate rate for the following Condor Security of America, Inc. corporate holidays: New Year's Day, Easter, Memorial Day, July 4th (Independence Day), Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

_____ IF APPLICABLE: If the security officer's shift extends past 6 hrs., the security officer will be required to take a 30-minute break off-site at no additional expense to the client. If the security officer is required to stay on site during the shift, the client will be responsible for paying one (1) additional hour at the expense of the contracted regular billing rate for every officer which has exceeded a 6-hour shift.

_____ This quote is valid for 30 days from the date stamped at the top of the proposal. After 30 days, this quote is subject to change unless an official contract has been signed.

SPECIAL INSTRUCTIONS: _____

CLIENT SIGNATURE: _____

CLIENT NAME (PRINT): _____ DATE: _____

CONDOR REP SIGNATURE: _____

CONDOR REP NAME (PRINT): _____ DATE: _____

City of Santa Fe, New Mexico
Memorandum

DATE: **November 14, 2023**

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

VIA: **Layla Archiletta-Maestas, Deputy City Manager** LAM
James Harris, Airport Manager JH

FROM: **James Garduno, Project Administrator** JG

ACTION:
Request for the approval of Good and Services Contract with American Fence Company of New Mexico Inc. in the total amount of $367,286.93 including NMGRT for the installation of new security fencing and new gate motors at the Santa Fe Regional Airport.; James Garduno, Project Administrator, jdgarduno@santafenm.gov, 505-670-3232

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport Team has assessed the airport perimeter with Transportation Security Administration (TSA) to identify the highest priority installations and repairs. During the assessment there are several areas in need of attention, these repairs include, new fence installation, adjustments needed for security gates and new gate motors. The airport has had ongoing issues with gates being fully functional.

We have identified all repairs and installations needed, the scope of work has been provided to American Fence Company of New Mexico Inc., all necessary improvements will be covered in this contract.

The airport will use the funds provided from New Mexico State Department of Transportation Aviation Division (NMDOTAD) grant SAF-24-01 in the amount of 4 million dollars to cover the cost.

The rough estimate of schedule is to complete this work in four months due to installation availability time. The installation of this equipment will not cause closure of any part of the facility.

PROCUREMENT METHOD:
This work is being procured via NM Statewide Price Agreement (SWPA) # 20-00000-21-00028, which expires on January 31, 2024.

CONTRACT NUMBER:
The FY23 Munis contract number is 3204131.

FUNDING SOURCE:
Project: Airport Terminal Expansion
Fund Name/Number: Airport/545
Munis Org Name/Number: Airport-Capital Project/5450407
Munis Object Name/Number: WIP Construction/572970

COMMITTEE REVIEW
Finance 12/4/2023
Public Works & Utilities 12/11/2023
Governing Body: 12/13/2023

ATTACHMENTS:
Contract
Proposal
SWPA
Certificate of Insurance
Business License
Procurement Checklist
Summary of Contracts

Item#_____
Munis Contract# 3204131

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Goods & Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **American Fence Company Of New Mexico, Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "You" and "your" refers to American Fence Company Of New Mexico, Inc. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the removal of fencing and installation of new fencing and installation of new gate motors. See attached proposal from American Fence Company Of New Mexico, Inc. marked Exhibit "A" herto and made a part thereof.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01 Fence Removal & Installation of New Fencing, Installation of New Gate Motors		$367,286.93

The total compensation under this Agreement shall not exceed **$367,286.93** 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 acceptance. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

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

6. **Default and Force Majeure**

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

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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 Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

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

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

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

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

matter is resolved to the satisfaction of the City.

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

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

41. **Notification**

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

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Rob Casper, Branch Manager
American Fence Company
9634 2nd Street NW, Albuquerque 87114
505-897-3103
Brian.Nickell@AmericanFence.com

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

To the Contractor:
Rob Casper, Branch Manager
American Fence Company
9634 2nd Street NW, Albuquerque 87114
505-897-3103

Brian.Nickell@AmericanFence.com

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
AMERICAN FENCE COMPANY

Rob Casper
ROB CASPER, BRANCH MANAGER

DATE: 11-7-2023
CRS# 01-056610-004

Registration # N/A

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Oct 30, 2023 10:46 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

5450407.572970
Org./Object

AMERICAN
AMERICANFENCE.COM
AMERICAN FENCE COMPANY OF NEW MEXICO, INC.
9634 2nd ST Albuquerque NM 87114
PHONE: (505)897-3103 FAX: (505)897-3604 Toll Free: 1-800-533-1275

Date: 7/27/2023
To: City of Santa Fe
Attn: James
Project: Airport Fencing

Please accept our bid for the above captioned project as follows:

1. **Remove 500'of 6' plus barbwire chainlink and replace with 500' of 8' tall 9 gauge chainlink plus 3 strands of barbwire at Sierra Aviation.**
2. **Install approximately 225' of 6' tall plus 3 strands of barbwire 9 gauge chainlink at Sierra Aviation. Remove approximately 100' of existing.**
3. **Install approximately 110' of 6' tall plus barbwire 9 gauge chainlink at the state hanger.**
4. **Install approximately 2,300' of 6' tall 9 gauge chainlink with 3 strands of barbwire at the NE corner of property to create a double barrier.**
5. **Install approximately 500' of 6' tall 9 gauge chainlink north side of Air National Guard.**
6. **Remove existing barbwire from west fence line of Air National Guard and replace with 1 5/8" AP-40 top rail with V-barbarms and 6 strands of barbwire.**
7. **Install approximately 1150' of 8' tall 9 gauge chainlink with 3 strands of barbwire. Remove existing fence.**
8. **Tighten barbwire in 3 areas.**
9. **Install approximately 5,500' of 5 strand 4 point barbwire fence.**
10. **Remove and replace 9 old operators with 9 Liftmaster CSL Gate Operators.**

BASE BID PRICE.....$ 339,491.10
TAX..... $ 27,286.93
TOTAL.....$ 367,286.93

Submitted by:

Brian Nickell

Brian Nickell
Project Manager

DocuSign Envelope ID: D995107B-7926-44EB-BF21-027989528F8C

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **8 Vendors**

Number**:** **20-00000-21-00028**

Amendment No.**:** **One**

Term**:** **January 31, 2022 – January 30, 2024**

Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested at Time of Order**

Procurement Specialist**:** **Clarke J. Fountain**

Telephone No.**:** **(505) 629-2964**

Email: **ClarkeJ.Fountain@state.nm.us**

Title**:** **Fencing Material and/or Installation**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AD) Enchantment Fences, LLC, this Price Agreement is extended from January 31, 2023 to January 30, 2024 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk
e Purchasing Agent

Date: 9/20/2022

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

MS CF

DocuSign

Certificate Of Completion

Envelope Id: D995107B792644EBBF21027989528F8C
Status: Completed
Subject: Please DocuSign: SPD SPA 20-00000-21-00028 A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@state.nm.us
IP Address: 97.123.171.241

Record Tracking

Status: Original
9/20/2022 3:57:52 PM
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 174.205.35.92 Signed using mobile	Sent: 9/20/2022 4:00:07 PM Viewed: 9/20/2022 4:20:38 PM Signed: 9/20/2022 4:21:15 PM
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	CF Signature Adoption: Pre-selected Style Using IP Address: 97.123.171.241	Sent: 9/20/2022 4:21:16 PM Viewed: 9/20/2022 4:23:07 PM Signed: 9/20/2022 4:23:30 PM
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/20/2022 4:23:32 PM Viewed: 9/20/2022 4:27:23 PM Signed: 9/20/2022 4:27:42 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2022 4:00:07 PM
Certified Delivered	Security Checked	9/20/2022 4:27:23 PM
Signing Complete	Security Checked	9/20/2022 4:27:42 PM
Completed	Security Checked	9/20/2022 4:27:42 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
9 Vendors on Page 6

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

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **20-00000-21-00028**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **See Page 6**

Procurement Specialist**:** **Mark Lujan**

Telephone No.**:** **(505) 795-2516**

Email: **Mark.Lujan@state.nm.us**

Title**:** **Fencing Material and/or Installation**

Term**:** **January 31, 2022 thru January 30, 2023**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 2/7/2022

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

JDL MS

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Terms and Conditions

(Unless otherwise specified)

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

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

3. **Assignment:**

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

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

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

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

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

9. **Taxes:** The unit price shall exclude all state taxes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

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

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

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

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

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

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

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

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

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

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

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

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

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

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

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

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

DocuSign Envelope ID: 4A8BD930-75C1-4DF5-8F3F-286D195B54E1

Awarded Vendors:

(AA) 0000084338
AFC LLC
dba: Albuquerque Fence Delivery: **As Requested**
3807 Academy Parkway N NE
Albuquerque, NM 87109
505-898-3696
jill@abqfence.com

(AB) 0000054618
American Fence Company of New
Mexico, Inc. Delivery: **Two (2) weeks**
PO Box 19040
Phoenix, AZ 85005-9040
505-897-3103
rob.casper@americanfence.com or paul.maxfield@americanfence.com

(AC) 0000057596
Apache Construction Co., Inc.
dba: Valley Fence Company Delivery: **30 Days**
P.O. Box 12312
Albuquerque, NM 87195
505-877-1155
ntarango@vfcnm.com or pchavez@valleyfencecompany.com

(AD) 0000044788
Enchantment Fences LLC
8322 Broadway SE Delivery: **As Requested**
Albuquerque, NM 87105
505-877-7070
info@enchantmentfences.com

(AE) 0000113804
Interwest Safety Supply
5821 Coronado Ave. NE Delivery: **Destination**
Albuquerque, NM 87109
505-850-3646
massaad@iwsafety.com

DocuSign Envelope ID: 4A8BD930-75C1-4DF5-8F3F-286D195B54E1

(AF) 00000049250
L & J Construction, Inc.
PO Box 1943
Anthony, NM 88021
575-882-4426
ljconst@gmail.com

Delivery: **FOB Destination**

(AG) 0000109689
RLC Services
dba: Lynn's Landscape & Fencing
PO Box 250
Elephant Butte, NM 87935
505-320-9025
preed8062@hotmail.com

Delivery: **As Requested**

(AH) 0000163715
TLC Elite YMS LLC
dba: TLC Elite YMS
3403 Ann Circle
SE
Rio Rancho, NM 87124
505-835-8619
tlceliteymsllc@gmail.com

Delivery: **within 30 days of award date**

(AI) 0000108636
TriWest Fence LLC
110 Denny Rd
Bernalillo, NM 87004
505-867-6433
sales@triwestfence.com or
bryant@triwestfence.com
Service@triwestfence.com

Delivery: **Automatic Gate Emergency Service within 24 hours Fence Emergency Service within 48-72 hours**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovitt & Touché A Marsh and McLennan Agency, LLC
8605 E. Raintree Drive, Suite 200
Scottsdale AZ 85260

CONTACT NAME: Michelle Dickason
PHONE (A/C, No, Ext): 602-956-2250 **FAX (A/C, No):**
E-MAIL ADDRESS: michelle.dickason@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Continental Insurance Company	35289
INSURER B : Transportation Insurance Company	20494
INSURER C : National Fire Insurance Co of Hartford	20478
INSURER D : Valley Forge Insurance Company	20508
INSURER E : Continental Casualty Company	20443
INSURER F :	

INSURED AMERFEN-C1
American Fence and Security Company, Inc.
PO Box 19040
Phoenix AZ 85005

COVERAGES **CERTIFICATE NUMBER:** 1214812884 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X **COMMERCIAL GENERAL LIABILITY**	N	N	6079046711	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ 0
C	**AUTOMOBILE LIABILITY**	N	N	6079046675	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** [X] OCCUR	N	N	6079046689	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 9,000,000
	[ ] DED [X] RETENTION $ 10,000							$
B E E B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	N	679711526 (AZ) 679711879 (CA) 679712031 (AOS) 6079126302 (Stop Gap)	11/1/2023 11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024 11/1/2024	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Includes: American Fence Company, Inc.; American Fence Company of Arizona, Inc.; American Fence of New Mexico, Inc.; Allstate Rent A Fence Inc.

Umbrella is follow form of underlying General Liability, Auto Liability and Employers Liability, subject to policy terms, conditions and exclusions.

For Informational Purposes Only

CERTIFICATE HOLDER

American Fence and Security Company Inc
P.O. Box 19040
Phoenix AZ 85005

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Dennis M. Tsonis

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: AMERICAN FENCE CO OF NEW MEXICO INC
DBA: AMERICAN FENCE CO OF NEW MEXICO INC

Business Location: 9634 2nd ST NW
Albuquerque, NM 87114

Owner: AMERICAN FENCE CO NEW MEXICO INC

License Number: 236022

Issued Date: November 14, 2023

Expiration Date: November 14, 2024

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

AMERICAN FENCE CO OF NEW MEXICO INC
9634 2nd ST NW
Albuquerque, NM 87114

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: American Fence Company of New Mexico Inc.

Procurement Title: Goods & Services

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 Santa Fe Regional Airport Staff Name James Garduno

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:

James Garduno — Project Administrator — November 14, 2023

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

Travis Dutton-Leyda — Purchasing Officer

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

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204131 Procurement # (RFP/ITB# If any):

Contractor: American Fence Company of New Mexico Inc.

Procurement Method: *NM (SWPA)* ☑ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐

Description/Title: Request for the approval of Good and Services Contract with American Fence Company of New Mexico Inc. in the total amount of $367,286.93 including NMGRT for the purchase, installation of security fencing and new gate motors at the Santa Fe Regional Airport.

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: TBD Term End Date: June 30, 2026 Total Contract Amount: $367,286.93

☒ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease: Good & Services

1.b Amendment #: to the Original Contract/Lease #

Increase/(Decrease) Amount $:

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

3. Procurement History: NM Statewide Price Agreement (SWPA) # 20-00000-21-00028

Purchasing Officer Review: Date:

Comment & Exceptions:

4. Funding Source: Airport Terminal Expansion **Org / Object:** 5450407.572970

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: James Garduno Phone #: 505-670-3232

To be recorded by City Clerk:

Clerk #

Email: jdgarduno@santafenm.gov

Date of Execution:

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

City of Santa Fe, New Mexico

memo

DATE: November 28, 2023

TO: City of Santa Fe Governing Body
Emily Oster, Finance Director
Travis Leyda-Dutton, Chief Procurement Officer

FROM: Erin K. McSherry, City Attorney EM

ITEM AND ISSUE:

Request for the approval of Amendment No. 6 to Legal Services Agreement Item #21-0399 to increase the amount of compensation by $40,000, excluding GRT, for Legal Services to be provided by Modrall Sperling, Roehl, Harris & Sisk, P.A., total amount payable not to exceed $324,562.50; and extending the term through December 31, 2024.

BACKGROUND AND SUMMARY:

Contractor provides legal advice about, and represents the City in, *Union Protectiva de Santa Fe vs. Mayor Alan Web[b]er and the City of Santa Fe*, Case Number D-101-CV-2021-01373.

The lawsuit was filed in June of 2021 and amended in December of 2021. The First Judicial District Court determined there are factual issues in the case, and the parties continue to engage in discovery.

ACTION REQUESTED:

The City Attorney's Office respectfully requests your review and approval of Amendment #6. General Fund: 100/ORG: 1002550 / OBJ: 510200 for FY 22 Munis contract number is 3202806. Thank you in advance for your assistance.

Signature: EM
Erin McSherry (Nov 29, 2023 11:12 MST)

Email: ekmcsherry@santafenm.gov

202 11 29 Memo -Modrall Obelisk - Amendment 6

Final Audit Report 2023-11-29

Created:	2023-11-29
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApDIh0PLFQojWhzOZJ7W76yLDSE8m56HJ

"202 11 29 Memo -Modrall Obelisk - Amendment 6" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2023-11-29 - 6:10:17 PM GMT

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2023-11-29 - 6:10:43 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2023-11-29 - 6:11:51 PM GMT

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2023-11-29 - 6:12:25 PM GMT - Time Source: server

Agreement completed.
2023-11-29 - 6:12:25 PM GMT

Powered by Adobe Acrobat Sign

ITEM#_____

CITY OF SANTA FE
AMENDMENT No. 6 TO
LEGAL SERVICES AGREEMENT
Item#21-0399

AMENDMENT No. 6 (the "Amendment") to the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated August 11, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Modrall Sperling, Roehl, Harris & Sisk, P.A (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide legal services.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. <u>Compensation.</u>

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of forty thousand dollars ($40,000), so that the compensation is not to exceed three hundred thousand dollars ($300,000), plus gross receipts tax. The Contractor shall be responsible for payment of gross receipts tax levied on the amounts payable under this Agreement totaling twenty-four thousand five hundred sixty-two dollars and fifty cents ($24,562.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three hundred twenty-four thousand five hundred sixty-two dollars and fifty cents ($324,562.50). This amount is a maximum and not a guarantee that the work assigned to**

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

2. TERM.

Article 4 of the Agreement is amended to extend the term, so that Article 4 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2024, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations).

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. 6 to the City of Santa Fe Legal Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Modrall Sperling, Roehl, Harris & Sisk, P.A.

_____
NAME

_____
TITLE

Date:_____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Nov 29, 2023 10:38 MST)
_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

1002550.510200
MUNIS ORG/OBJ

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/28/2023	**Submitted By:**	Katherine Garcia-Gallegos
Department:	General Government	**Division:**	City Attorney's Office
Org Code:	1002550	**Percent Charged:**[2]	100.0%
Proposed Range:	10	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	13	**Proposed Hourly:**	$ 24.426
Within Range?[5]	TRUE		
UNION STATUS:	NON-UNION	**Total Annual Hours:**	1,040
Annual Salary:	$ 50,806		

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 25,403
FICA/Medicare	503100	$ 1,943
Retirement (PERA)	503150	$ 5,725
Med/Life	503200	$ 7,657
Retiree Health Care	503250	$ 508
Workers' Comp	503350	$ 254
Dental	503400	$ 265
TOTAL		**$ 41,755**

For Budget Use Only

Budget Log #

Comments/Justification *(use multiple lines below if needed):*

This is the 2nd of two positions that has been proposed for the allocated FY23 Unanticipated GRT funds per John Blair.
It has been stated there is a proposed $181,000 to hire two new FTEs to work on IPRAs in the City Attorney's office.
Currently, IPRA requests are coming in at a rate of roughly 660 per month and they are being handled by a staff
of 3 City employees.

Position Title: Public Records Specialist

Erin McSherry
Erin McSherry (Nov 28, 2023 12:01 MST)

Department Director Approval (signature)

Anita C. Medina SA00181
Anita C. Medina SA00181 (Nov 28, 2023 13:13 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/28/2023	**Submitted By:**	Katherine Garcia-Gallegos
Department:	General Government	**Division:**	City Attorney's Office
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Workers' Comp	503350	$ 254
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For Budget Use Only

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Currently, IPRA requests are coming in at a rate of roughly 660 per month and they are being handled by a staff
of 3 City employees.

Position Title: Public Records Specialist

Erin McSherry
Erin McSherry (Nov 28, 2023 12:02 MST)

Department Director Approval (signature)

Anita C. Medina SA00187
Anita C. Medina SA00187 (Nov 29, 2023 09:13 MST)

Budget Approval (signature)

New_Position_Budget_Analysis_Form1-IPRA BAR Positions 1

Final Audit Report 2023-11-29

Created:	2023-11-28
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvDOJriiaJJugh7wRopNDuDT4QSEUuptN

"New_Position_Budget_Analysis_Form1-IPRA BAR Positions 1" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
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Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
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2023-11-28 - 7:02:03 PM GMT

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2023-11-28 - 7:02:15 PM GMT - Time Source: server

Document emailed to acmedina@santafenm.gov for signature
2023-11-28 - 7:02:16 PM GMT

Email viewed by acmedina@santafenm.gov
2023-11-29 - 3:57:08 PM GMT

Signer acmedina@santafenm.gov entered name at signing as Anita C. Medina SA00187
2023-11-29 - 4:13:19 PM GMT

Document e-signed by Anita C. Medina SA00187 (acmedina@santafenm.gov)
Signature Date: 2023-11-29 - 4:13:21 PM GMT - Time Source: server

Agreement completed.
2023-11-29 - 4:13:21 PM GMT

City of Santa Fe, New Mexico

memo

Date: November 29, 2023

To: Finance Committee
Quality of Life Committee
Governing Body

From: Katherine Garcia-Gallegos, IPRA Manager kegg
Erin K. McSherry, City Attorney EM

Subject: Budget Amendment Resolution (BAR) adding funding for two (2) new Public Records Specialists FTE

ITEMS & ISSUES:

Request for approval of a budget adjustment resolution (BAR), transferring $83,510 in prior-year Gross Receipts Tax (GRT) earned in excess of budgeted estimates to increase the City Attorney's Budget to fund two (2) new FTE for six months.

EXECUTIVE SUMMARY

The two new FTE will support the City's timely response to the significant numbers of IPRA requests it receives, which has increased rapidly. Over the last year, November 29, 2022 through November 29, 2023, the Office of Records Custodians has received 8,386 requests .. The additional positions will also allow the IPRA Manager to provide training to City employees, conduct quality control, and assist departments with developing better systems for producing records.

Importantly, the number of requests received is not directly correlated to the number of hours IPRA staff dedicates to reviewing materials. For example, in a one week span, staff are tasked to review for possible privilege and redaction over 19,000 emails and 100 hours of video. . With this workload, and without additional resources, response times will lengthen and the risk of making mistakes with confidential records and/or completeness of responses will increase. Providing IPRA responses in a timely manner is a statutory requirement. Violations of that requirement can result in monetary penalties against the City.

BACKGROUND/HISTORY

In the last three years, the City has incorporated a number of efficiencies and reforms to improve its ability to respond to records requests. For example, in 2020, at the beginning of pandemic, the City Attorney's Office procured the "Nextrequest" software. Nextrequest displays all requests online, making them available for viewing by the public. Most records that are produced are also posted online, available for viewing by the public (exceptions are primarily police videos).

In 2022, in response to the rapid growth in requests to inspect records pursuant to the Inspection of Public Records Act (IPRA), the City Attorney's Office requested and the Governing Body

funded the IPRA manager position. At the same time, the City brought the two, existing public records specialists under one office: the Office of Records Custodians. Previously, one of the public records specialists had been part of the Police Department and responded exclusively to requests for police records. Now the "Office of Records Custodians" consists of an IPRA Manager and two public records specialists (3 FTE total). All three employees are now cross-trained in accessing and producing all types records, including all types of police records, emails, and hard copy records from all City departments.

Since the consolidation of IPRA personnel as the Office of Records Custodians, the Office has met with certain City departments, including the Police Department, regarding making more records available online to streamline production. One improvement achieved through that collaboration has been to train City officers to avoid placing confidential personal information, such as birth dates and social security numbers, in the body of reports. The presence of such protected information required review by the Office of Records Custodians before posting the reports in Nextrequest. With improvements in officer training in the last six months, however, the Office of Records Custodians and the Police Department now believe that posting the reports should be possible with automated redactions and without additional review. To achieve those ends, both departments are collaborating with the City's ITT Department.

ACTION REQUESTED:

The City Attorney's Office requests approval of a budget adjustment resolution (BAR) transferring $83,510 from for six months of funding for two new public records specialists in the Office of Records Custodians.

Signature: EM
Erin McSherry (Nov 29, 2023 11:41 MST)

Email: ekmcsherry@santafenm.gov

Signature: Katherine Garcia-Gallegos
Katherine Garcia-Gallegos (Nov 29, 2023 11:43 MST)

Email: kggallegos@santafenm.gov

2023 11 29 BAR Memo for Records Specialists

Final Audit Report 2023-11-29

Created:	2023-11-29
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtUs40JsTRmbvK4nRBNm2JNT5GgWTCZkD

"2023 11 29 BAR Memo for Records Specialists" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2023-11-29 - 6:40:03 PM GMT

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2023-11-29 - 6:40:36 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2023-11-29 - 6:41:06 PM GMT

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2023-11-29 - 6:41:30 PM GMT - Time Source: server

Document emailed to kggallegos@santafenm.gov for signature
2023-11-29 - 6:41:31 PM GMT

Email viewed by kggallegos@santafenm.gov
2023-11-29 - 6:41:45 PM GMT

Signer kggallegos@santafenm.gov entered name at signing as Katherine Garcia-Gallegos
2023-11-29 - 6:43:15 PM GMT

Document e-signed by Katherine Garcia-Gallegos (kggallegos@santafenm.gov)
Signature Date: 2023-11-29 - 6:43:17 PM GMT - Time Source: server

Agreement completed.
2023-11-29 - 6:43:17 PM GMT

Powered by Adobe Acrobat Sign

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
	11/29/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
IPRA - Public Records Specialists full-time employee	1002550	500110	FY23 Unaticipated GRT Revenue	41,755	
IPRA - Public Records Specialists full-time employee	1002550	500110	FY23 Unaticipated GRT Revenue	41,755	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 83,510	$ -

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

Use of prior year Gross Receipts Tax (GRT) earned in excess of budgeted estimates for the City Attorney's Office to hire 2 new IPRA Public Records Specialists

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(41,755)
100	(41,755)
TOTAL:	**(83,510)**

Amy Cawthon — 11/29/2023
Prepared By *{print name}* — Date

Erin McSherry — Nov 29, 2023
Erin McSherry (Nov 29, 2023 11:12 MST)
Division Director Signature *{optional}* — Date

Erin McSherry — Nov 29, 2023
Erin McSherry (Nov 29, 2023 11:12 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero — Nov 29, 2023
Alexis Lotero (Nov 29, 2023 12:39 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

TOURISM
SANTA FE

Date: November 13 2023

To: Governing Body
Finance
Quality of Life

Cc: John W. Bair, City Manager
Richard Brown, Community Development Director *Richard Brown*

From: Randy Randall, TSF Executive Director
Randy Randall | Nov 13, 2023 15:12 EST

ITEM AND ISSUE:
Request the Approval of Fiscal Year 24 Budget Addition for TOURISM Santa Fe in the Total Amount of $1,733,593. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

Request the Approval of Two Budget Adjustments (BARs) for FY24 for TOURISM Santa Fe in total amount of $1,733,593 for expense to be Covered from the Additional Budget Increase. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

Request the Approval of Two New Positions Convention Specialist and Conference Service Manager in the total amount of $67,666. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

Request the Approval of Amendment #1 to the Professional Service Agreement Item #23-0483 with Vladimir Jones – PRACO in the Total Amount of $877,000 for Advertising Agency of Record for Fiscal Year 24, (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

BACKGROUND AND SUMMARY:
The FY24 budget includes lodger's tax and earned revenues above the approved expenses for the department. TOURISM Santa Fe (TSF) requests the use of the additional revenues and funds from available Lodger's Tax cash balances during FY24 for additional Visit Santa Fe and Community Convention Center projects.

The budget office has confirmed that Lodger's Tax revenue for TOURISM Santa Fe is budgeted for $13,628,643. The expenditures approved in the FY24 budget total are $12,495,050. The department base budget is the maintenance budget including some inflationary increase with the understanding that this request for additional budget expenditures using the balance of $1,133,593 would come to the Governing Body separately to provide complete transparency of the increased spending and proposed uses.

Payroll and Benefits	$ 67,666
Service Contracts	21,427
Advertising	1,002,000
Other Consulting	42,500
Building and Structural	540,000
Furniture and Fixtures	60,000
Total	$1,733,593

All reoccurring expenses are funded in next year's budget using the same or increased level of Lodger's Tax collections as Lodger's Tax continues to significantly exceed current budgeted levels. Any shortfall will be corrected with an adjustment to advertising expense.

FUNDING for Specific operational projects proposed for this expenditure are:

$23,087 5206600-500110 (includes payroll and benefits for 9 periods in FY24) CCC-Salaries
Addition of one Convention Specialist position. Post pandemic, more social events are using the CCC and group activity is being restored, leaving our team short staffed on a frequent basis. The additional person will allow for better customer service, quicker resets and less stress on the team. This will be a new ASFME position, funded in future years from a combination of earned income from the CCC operations and Lodger's Tax revenues.

$44,579 5206600-500110 (includes payroll and benefits for 11 periods in FY24) CCC-Salaries
Addition of one Conference Service Manager Position. The increase in CCC activity, particularly related to social events, is exceeding the capacity of our two Conference Service Managers. This addition will allow for better coverage of events as they occur, increased revenues and improved customer service. This will be a new position, funded in future years from a combination of earned income from the CCC operations and Lodger's Tax revenues.

$21,427 5206600-510310 CCC- Service Contracts
Expand the security contract with Arrowhead Security to 12 hours of daily coverage. The homeless misusing the facility, garage and stairwells is a constant and ongoing issue. Our current contract has produced very positive results. This will provide expanded coverage to cover all times when our staff is either not present or heavily engaged in set up.

$877,000 5206600-561850 CCC-Advertising
The current budget has advertising budgeted at $2M, a slight inflationary increase from FY23 at $1.9M. This added budget will allow our marketing efforts to respond to the flattening of

visitation we are currently seeing after a very strong first quarter of the calendar year. The recovery of the Cruise business along with less hesitation for international travel is working against continued growth in the Santa Fe Market. It is critical that our marketing stays ahead of any downturn that many are forecasting. The entire amount will add to the existing contract with our agency of record, Vladimir Jones bringing the contract total to $2,877,000 for FY24.

$125,000 ($76,449 2130521-561850, $48,551 2130521-561850) VSF and CCC-Advertising
Provide this funding toward a total cost of $300,000 to create a Zozobra Special Shape Balloon as a featured component of the celebration of the 100th anniversary of the annual Burning of Zozobra. The balloon would fly at the Albuquerque Balloon Festival as well as other high profile balloon events in the Santa Fe regional visitor market. The balloon is co-branded with committed funding from Albuquerque with Santa Fe prominently displayed on the front of the balloon and the Albuquerque branding on the back.

$42,500 2130521-510340 VSF-Other Consulting
Prior to the pandemic, TOURISM Santa Fe offered major non-profit produced events an economic impact analysis to ensure they were properly valued and providing them the opportunity to use this study for any available grant applications. This will restore this practice and measure the economic recovery and current impact of five major events - SF Wine and Chile, International Literary Festival, Spanish Market, Indian Market, and Santa Fe Fiestas. International Folk Art Market already completes an annual economic Impact analysis.

Funding for the above projects will come from $127,449 available in 213 VSF and 213 Special Uses and from $1,006,144 available in 520 CCC using budgeted revenue that exceeds budgeted expenses.

Community Convention Center Capital Projects:

$450,000 5206600-570400 CCC-Building & Structure Non-Exempt
Revamp of Second Floor Terrace. The current second floor terrace has a large amount of unusable space due to unnecessary planters and a lack of shade. This project will remove the planters and install a trellis in the area where the planters currently exist, doubling the usable space of the terrace. It will also add an exterior stair to allow users of the outdoor space to transition between the ground level and the terrace without having to use the elevators or stairway inside the Community Building. This will facilitate single use of the main courtyard and terrace for larger groups.

$90,000 5206600-570400 CCC-Building & Structure Non-Exempt
Updated electronic controls for the five (5) elevators that provide service to Convention Center and the underground Parking Garage. These elevators are TK Elevators and exist on a standalone system installed in 2008, which does not offer remote administration for scheduling or locking capabilities. Due to issues with vagrant activity in the area, Convention Center Staff are required to lock and unlock per the event schedule. The outside bank of elevators that are nearest to City Hall are accessible from the exterior ground level and are particularly vulnerable to vagrant activity. This set of elevators is currently on a timed lock system and does not offer scheduling flexibility for off-hour use due to late events or meetings in City Hall. Any deviation from the schedule can incur extremely high hourly fees if a TK elevator tech is required for adjust the schedule.

$60,000 5206600-570600 CCC-Furniture & Fixtures Non-Exempt
Permanent Tree Lighting for Plaza. Permanent, commercial grade LED lighting with variable color patterns will be installed on eight trees to be used year around. This will reduce the annual cost of installation and removal of a portion of the annual holiday lighting. It will allow the lighting to reflect other holiday celebrations (such as Valentine's Day, St. Patrick's Day. Fourth of July, and Halloween) and will provide increased white lighting during the rest of the year for added safety and security in this high traffic visitor area.

To fund these three projects, TOURISM Santa Fe will BAR $600,000 from the existing CCC fund balances of approximately $5,950,000, which includes the CCC capital reserve funds, to the CCC FY24 operating budget these projects that will add value to the building and enhance the visitor experience to Santa Fe.

ACTION REQUESTED:

1. Increase the TOURISM Santa Fe budget for FY24 for $1,733,593.

2. Approve the addition of two new positions in the CCC.

3. Approve a one-sided BAR for $1,133,593 to expend the extra budgeted Lodger's Tax revenues.

4. Approve a one-sided BAR for $600,000 to move funds from the CCC fund balances.

5. Approve a contract amendment for Vladimir Jones, advertising agency of record adding $877,000.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Tourism Santa Fe/Convention Center	11/3/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES Page 1				*(enter as positive #)*	*(enter as negative #)*
Salaries	5206600	500100		41,654	
FICA	5206600	503100		3,187	
Retirement	5206600	503150		9,388	
Employee Med and Life	5206600	503200		11,780	
Retire Health Care	5206600	503250		833	
Workers Comp	5206600	503350		416	
Dental	5206600	503400		408	
CCC - Service Contracts	5206600	510310		21,427	
CCC- Advertising	5206600	561850		877,000	
VSF - Advertising	2130521	561850		125,000	
VSF - Other Consulting	2130521	510340		42,500	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 1,133,593	$ -

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

See attached memo

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
213	(167,500)
520	(966,093)
TOTAL:	(1,133,593)

Shirley Spencer — 11/3/2023
Prepared By *(print name)* — Date

Randy Randall (Nov 13, 2023 15:12 EST)
Division Director Signature *(optional)* — Date

Richard Brown
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 13, 2023 16:21 MST)
Budget Officer — Date

Emily K. Oster
Emily K. Oster (Nov 27, 2023 14:28 MST)
Finance Director *(≤ $5,000)* — Date: Nov 27, 2023

City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)* :	
Journal # *(Finance use only)* :	

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

DEPARTMENT / DIVISION NAME	DATE
Tourism Santa Fe/Convention Center	11/3/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES Page 2				*(enter as positive #)*	*(enter as negative #)*
CCC - Building & Structure Non-Exempt	5206600	570400		540,000	
CCC - Furniture & Fixtures Non-Exempt	5206600	570600		60,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 600,000	$ -

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

See attached memo

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
520	(600,000)
TOTAL:	(600,000)

Shirley Spencer — 11/3/2023
Prepared By *(print name)* — Date

Randy Randall (Nov 13, 2023 15:12 EST)
Division Director Signature *(optional)* — Date

Richard Brown
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #

Andy Hopkins
Andy Hopkins (Nov 13, 2023 16:21 MST)
Budget Officer — Date

Emily K. Oster (Nov 27, 2023 14:28 MST) Nov 27, 2023
Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

TOURISM
SANTA FE

Date: November 13 2023

To: Governing Body
Finance
Quality of Life

Cc: John W. Bair, City Manager
Richard Brown, Community Development Director *Richard Brown*

From: Randy Randall, TSF Executive Director
Randy Randall (Nov 13, 2023 15:10 EST)

ITEM AND ISSUE:
Request the Approval of Fiscal Year 24 Budget Addition for TOURISM Santa Fe in the Total Amount of $1,733,593. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

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Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

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Payroll and Benefits	$ 67,666
Service Contracts	21,427
Advertising	1,002,000
Other Consulting	42,500
Building and Structural	540,000
Furniture and Fixtures	60,000
Total	$1,733,593

All reoccurring expenses are funded in next year's budget using the same or increased level of Lodger's Tax collections as Lodger's Tax continues to significantly exceed current budgeted levels. Any shortfall will be corrected with an adjustment to advertising expense.

FUNDING for Specific operational projects proposed for this expenditure are:

$23,087 5206600-500110 (includes payroll and benefits for 9 periods in FY24) CCC-Salaries
Addition of one Convention Specialist position. Post pandemic, more social events are using the CCC and group activity is being restored, leaving our team short staffed on a frequent basis. The additional person will allow for better customer service, quicker resets and less stress on the team. This will be a new ASFME position, funded in future years from a combination of earned income from the CCC operations and Lodger's Tax revenues.

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Funding for the above projects will come from $127,449 available in 213 VSF and 213 Special Uses and from $1,006,144 available in 520 CCC using budgeted revenue that exceeds budgeted expenses.

Community Convention Center Capital Projects:

$450,000 5206600-570400 CCC-Building & Structure Non-Exempt
Revamp of Second Floor Terrace. The current second floor terrace has a large amount of unusable space due to unnecessary planters and a lack of shade. This project will remove the planters and install a trellis in the area where the planters currently exist, doubling the usable space of the terrace. It will also add an exterior stair to allow users of the outdoor space to transition between the ground level and the terrace without having to use the elevators or stairway inside the Community Building. This will facilitate single use of the main courtyard and terrace for larger groups.

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Updated electronic controls for the five (5) elevators that provide service to Convention Center and the underground Parking Garage. These elevators are TK Elevators and exist on a standalone system installed in 2008, which does not offer remote administration for scheduling or locking capabilities. Due to issues with vagrant activity in the area, Convention Center Staff are required to lock and unlock per the event schedule. The outside bank of elevators that are nearest to City Hall are accessible from the exterior ground level and are particularly vulnerable to vagrant activity. This set of elevators is currently on a timed lock system and does not offer scheduling flexibility for off-hour use due to late events or meetings in City Hall. Any deviation from the schedule can incur extremely high hourly fees if a TK elevator tech is required for adjust the schedule.

$60,000 5206600-570600 CCC-Furniture & Fixtures Non-Exempt
Permanent Tree Lighting for Plaza. Permanent, commercial grade LED lighting with variable color patterns will be installed on eight trees to be used year around. This will reduce the annual cost of installation and removal of a portion of the annual holiday lighting. It will allow the lighting to reflect other holiday celebrations (such as Valentine's Day, St. Patrick's Day. Fourth of July, and Halloween) and will provide increased white lighting during the rest of the year for added safety and security in this high traffic visitor area.

To fund these three projects, TOURISM Santa Fe will BAR $600,000 from the existing CCC fund balances of approximately $5,950,000, which includes the CCC capital reserve funds, to the CCC FY24 operating budget these projects that will add value to the building and enhance the visitor experience to Santa Fe.

ACTION REQUESTED:

1. Increase the TOURISM Santa Fe budget for FY24 for $1,733,593.

2. Approve the addition of two new positions in the CCC.

3. Approve a one-sided BAR for $1,133,593 to expend the extra budgeted Lodger's Tax revenues.

4. Approve a one-sided BAR for $600,000 to move funds from the CCC fund balances.

5. Approve a contract amendment for Vladimir Jones, advertising agency of record adding $877,000.

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/3/2023	**Submitted By:**	Shirley Spencer
Department:	Community Development	**Division:**	TOURISM Santa Fe/SFCCC
Org Code:	5206600	**Percent Charged:**[2]	100.0%
Proposed Range:	3	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	9	**Proposed Hourly:**	$ 18.355
Within Range?[5]	TRUE		
UNION STATUS:	AFSCME	**Total Annual Hours:**	720
Annual Salary:	$ 38,178		

SALARY/BENEFITS - $ IMPACT — ***Amounts to Budget***

Description	Object	Increase / (Decrease)
Salaries	500110	$ 13,216
FICA/Medicare	503100	$ 1,011
Retirement (PERA)	503150	$ 2,979
Med/Life	503200	$ 5,301
Retiree Health Care	503250	$ 264
Workers' Comp	503350	$ 132
Dental	503400	$ 184
TOTAL		**$ 23,087**

For Budget Use Only	
Budget Log #	SA00159

Comments/Justification *(use multiple lines below if needed):*

Additional of one Convention Specialist position. Post pandemic, more social events are using the CCC and group activity is being restored, leaving our team short staffed on a frequent basis. Funding will be BAR'd from earned revenue.

Randy Randall (Nov 8, 2023 16:59 EST)

Department Director Approval (signature)

Anita C. Medina (Nov 9, 2023 07:45 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/3/2023	**Submitted By:**	Shirley Spencer
Department:	Community Development	**Division:**	TOURISM Santa Fe/SFCCC
Org Code:	5206600	**Percent Charged:**[2]	100.0%
Proposed Range:	12	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	11	**Proposed Hourly:**	$ 32.316
Within Range?[5]	TRUE		
UNION STATUS:	AFSCME	**Total Annual Hours:**	880
Annual Salary:	$ 67,217		

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 28,438
FICA/Medicare	503100	$ 2,176
Retirement (PERA)	503150	$ 6,409
Med/Life	503200	$ 6,479
Retiree Health Care	503250	$ 569
Workers' Comp	503350	$ 284
Dental	503400	$ 224
TOTAL		**$ 44,579**

For Budget Use Only	
Budget Log #	SA000158

Comments/Justification *(use multiple lines below if needed):*

Additional of one Convention Service Manager position. The increase in CCC activity, particularly related to social events, is exceeding the capacity of our two Convention Services Manages. Funding will be BAR'd from earned Revenue.

Randy Randall (Nov 8, 2023 16:58 EST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 9, 2023 07:10 MST)

Budget Approval (signature)

TOURISM
SANTA FE

Date: November 13 2023

To: Governing Body
Finance
Quality of Life

Cc: John W. Bair, City Manager
Richard Brown, Community Development Director *Richard Brown*

From: Randy Randall, TSF Executive Director
Randy Randall (Nov 13, 2023 15:12 EST)

ITEM AND ISSUE:
Request the Approval of Fiscal Year 24 Budget Addition for TOURISM Santa Fe in the Total Amount of $1,733,593. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

Request the Approval of Two Budget Adjustments (BARs) for FY24 for TOURISM Santa Fe in total amount of $1,733,593 for expense to be Covered from the Additional Budget Increase. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

Request the Approval of Two New Positions Convention Specialist and Conference Service Manager in the total amount of $67,666. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov, 505-955-6209).

Request the Approval of Amendment #1 to the Professional Service Agreement Item #23-0483 with Vladimir Jones – PRACO in the Total Amount of $877,000 for Advertising Agency of Record for Fiscal Year 24, (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review:
Finance Committee: 12/04/2023
Quality of Life Committee: 12/06/2023
Governing Body: 12/13/2023

BACKGROUND AND SUMMARY:
The FY24 budget includes lodger's tax and earned revenues above the approved expenses for the department. TOURISM Santa Fe (TSF) requests the use of the additional revenues and funds from available Lodger's Tax cash balances during FY24 for additional Visit Santa Fe and Community Convention Center projects.

The budget office has confirmed that Lodger's Tax revenue for TOURISM Santa Fe is budgeted for $13,628,643. The expenditures approved in the FY24 budget total are $12,495,050. The department base budget is the maintenance budget including some inflationary increase with the understanding that this request for additional budget expenditures using the balance of $1,133,593 would come to the Governing Body separately to provide complete transparency of the increased spending and proposed uses.

Payroll and Benefits	$ 67,666
Service Contracts	21,427
Advertising	1,002,000
Other Consulting	42,500
Building and Structural	540,000
Furniture and Fixtures	60,000
Total	$1,733,593

All reoccurring expenses are funded in next year's budget using the same or increased level of Lodger's Tax collections as Lodger's Tax continues to significantly exceed current budgeted levels. Any shortfall will be corrected with an adjustment to advertising expense.

FUNDING for Specific operational projects proposed for this expenditure are:

$23,087 5206600-500110 (includes payroll and benefits for 9 periods in FY24) CCC-Salaries
Addition of one Convention Specialist position. Post pandemic, more social events are using the CCC and group activity is being restored, leaving our team short staffed on a frequent basis. The additional person will allow for better customer service, quicker resets and less stress on the team. This will be a new ASFME position, funded in future years from a combination of earned income from the CCC operations and Lodger's Tax revenues.

$44,579 5206600-500110 (includes payroll and benefits for 11 periods in FY24) CCC-Salaries
Addition of one Conference Service Manager Position. The increase in CCC activity, particularly related to social events, is exceeding the capacity of our two Conference Service Managers. This addition will allow for better coverage of events as they occur, increased revenues and improved customer service. This will be a new position, funded in future years from a combination of earned income from the CCC operations and Lodger's Tax revenues.

$21,427 5206600-510310 CCC- Service Contracts
Expand the security contract with Arrowhead Security to 12 hours of daily coverage. The homeless misusing the facility, garage and stairwells is a constant and ongoing issue. Our current contract has produced very positive results. This will provide expanded coverage to cover all times when our staff is either not present or heavily engaged in set up.

$877,000 5206600-561850 CCC-Advertising
The current budget has advertising budgeted at $2M, a slight inflationary increase from FY23 at $1.9M. This added budget will allow our marketing efforts to respond to the flattening of

visitation we are currently seeing after a very strong first quarter of the calendar year. The recovery of the Cruise business along with less hesitation for international travel is working against continued growth in the Santa Fe Market. It is critical that our marketing stays ahead of any downturn that many are forecasting. The entire amount will add to the existing contract with our agency of record, Vladimir Jones bringing the contract total to $2,877,000 for FY24.

$125,000 ($76,449 2130521-561850, $48,551 2130521-561850) VSF and CCC-Advertising
Provide this funding toward a total cost of $300,000 to create a Zozobra Special Shape Balloon as a featured component of the celebration of the 100th anniversary of the annual Burning of Zozobra. The balloon would fly at the Albuquerque Balloon Festival as well as other high profile balloon events in the Santa Fe regional visitor market. The balloon is co-branded with committed funding from Albuquerque with Santa Fe prominently displayed on the front of the balloon and the Albuquerque branding on the back.

$42,500 2130521-510340 VSF-Other Consulting
Prior to the pandemic, TOURISM Santa Fe offered major non-profit produced events an economic impact analysis to ensure they were properly valued and providing them the opportunity to use this study for any available grant applications. This will restore this practice and measure the economic recovery and current impact of five major events - SF Wine and Chile, International Literary Festival, Spanish Market, Indian Market, and Santa Fe Fiestas. International Folk Art Market already completes an annual economic Impact analysis.

Funding for the above projects will come from $127,449 available in 213 VSF and 213 Special Uses and from $1,006,144 available in 520 CCC using budgeted revenue that exceeds budgeted expenses.

Community Convention Center Capital Projects:

$450,000 5206600-570400 CCC-Building & Structure Non-Exempt
Revamp of Second Floor Terrace. The current second floor terrace has a large amount of unusable space due to unnecessary planters and a lack of shade. This project will remove the planters and install a trellis in the area where the planters currently exist, doubling the usable space of the terrace. It will also add an exterior stair to allow users of the outdoor space to transition between the ground level and the terrace without having to use the elevators or stairway inside the Community Building. This will facilitate single use of the main courtyard and terrace for larger groups.

$90,000 5206600-570400 CCC-Building & Structure Non-Exempt
Updated electronic controls for the five (5) elevators that provide service to Convention Center and the underground Parking Garage. These elevators are TK Elevators and exist on a standalone system installed in 2008, which does not offer remote administration for scheduling or locking capabilities. Due to issues with vagrant activity in the area, Convention Center Staff are required to lock and unlock per the event schedule. The outside bank of elevators that are nearest to City Hall are accessible from the exterior ground level and are particularly vulnerable to vagrant activity. This set of elevators is currently on a timed lock system and does not offer scheduling flexibility for off-hour use due to late events or meetings in City Hall. Any deviation from the schedule can incur extremely high hourly fees if a TK elevator tech is required for adjust the schedule.

$60,000 5206600-570600 CCC-Furniture & Fixtures Non-Exempt
Permanent Tree Lighting for Plaza. Permanent, commercial grade LED lighting with variable color patterns will be installed on eight trees to be used year around. This will reduce the annual cost of installation and removal of a portion of the annual holiday lighting. It will allow the lighting to reflect other holiday celebrations (such as Valentine's Day, St. Patrick's Day. Fourth of July, and Halloween) and will provide increased white lighting during the rest of the year for added safety and security in this high traffic visitor area.

To fund these three projects, TOURISM Santa Fe will BAR $600,000 from the existing CCC fund balances of approximately $5,950,000, which includes the CCC capital reserve funds, to the CCC FY24 operating budget these projects that will add value to the building and enhance the visitor experience to Santa Fe.

ACTION REQUESTED:

1. Increase the TOURISM Santa Fe budget for FY24 for $1,733,593.

2. Approve the addition of two new positions in the CCC.

3. Approve a one-sided BAR for $1,133,593 to expend the extra budgeted Lodger's Tax revenues.

4. Approve a one-sided BAR for $600,000 to move funds from the CCC fund balances.

5. Approve a contract amendment for Vladimir Jones, advertising agency of record adding $877,000.

Item#_____
Munis Contract #3204117
Original Contract Item #23-0483
RFP #: 23/49/P

CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Contract
ITEM# 23-0483

This AMENDMENT **No. 1** (the "Amendment") amends the CITY OF SANTA FE Professional CONTRACT, dated August 2 2023 (the "Contract"), between the City of Santa Fe (the "City") and **VLADIMIR JONES (PRACO, LTD)** (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 Contract, the Contractor has agreed to provide the advertising agency record.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of **Eight Hundred Seventy-Seven Thousand Dollars ($877,000)** so that Article 3, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed **eight million eight hundred seventy-seven thousand dollars ($8,877,000)** for the term of this Agreement.

1.) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of:

a. FY24: (07/01/2023 – 06/30/2024) $2,877,000
b. FY25: (07/01/2024 – 06/30/2025) $2,000,000
c. FY26: (07/01/2025 – 06/30/2026) $2,000,000
d. FY27: (07/01/2026 – 06/30/2027) $2,000,000

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
VLADIMIR JONES (PRACO LTD)

Meredith Vaughan
_____
MEREDITH VAUGHN, CEO

DATE: Nov 8, 2023
CRS#03-436229-00-0

Registration #227045

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Nov 7, 2023 15:46 GMT+1)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 27, 2023 14:28 MST)

EMILY OSTER, FINANCE DIRECTOR

CCC Ops – 5206600/Adv Expense – 561850 $877,000

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vladimir Jones (PRACO)

Procurement/contract Title: TOURISM Santa Fe Advertising Agency Record

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: TOURISM Santa Fe Staff Name:Shirley Spencer

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A	
☒	☐	**Written Determination (srvs)**
☒	☐	**RFP (include ECR)**
☐	☒	**ITB (include bid tab)**
☐	☒	**Other:** _____
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**
☒	☐	**Summary of Contract (only on contracts)**
☒	☐	**Current Business Registration (always)**
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**
☒	☐	**Evaluation Committee Report (RFPs only)**
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A	
☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☒	☐	**BAR**
☐	☒	**FIR**
☒	☐	**Certificate of Insurance (srvs)**

Shirley Spencer — Department Point of Contact

Admin Mgr — Title

10/23/23 — Date

Randy Randall — Department Director

11/13/2023 — Date

JoAnn Lovato Montaño — Chief Procurement Officer

Nov 20, 2023 — Date

_____ — ITT Representative

_____ — Title

_____ — Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204117 Procurement # (RFP/ITB# If any):

Contractor: Vladimir Jones

Procurement Method: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: TOURISM Santa Fe Advertising Record

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: FY24 Term End Date: June 30, 2027 Total Contract Amount: 8,000,000

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* August 2, 2023

Contract / Lease:

1.b Amendment #: ONE to the Original Contract/Lease # 23-0483

Increase/(Decrease) Amount $: 877,000

Extend Expiration Date to:

☒ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for: inflationary increase to 877,000

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

23-0483, 8,000,000, Term: FY24 - FY27
Amend ONE Pending

3. Procurement History: RFP #23-0483 / Amendment currently pending.

JoAnn Lovato Montaño — Nov 20, 2023

Purchasing Officer Review: Date:

Comment & Exceptions:

4. Funding Source: SFCCC Ops 5206600 **Org / Object:** Advertising 561850

Andy Hopkins — Nov 17, 2023

Andy Hopkins (Nov 17, 2023 13:19 MST)

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Shirley Spencer Phone #: 6208

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: sjspencer@santafenm.gov

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

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

BUSINESS REGISTRATION

Business Name: VLADIMIR JONES
DBA: VLADIMIR JONES

Business Location: PO BOX 387
COLORADO SPRINGS, CO 80901

Owner: VLADIMIR JONES

License Number: 227045

Issued Date: March 02, 2023

Expiration Date: March 02, 2024

CRS Number: 03436229000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

VLADIMIR JONES
PO BOX 387
COLORADO SPRINGS, CO 80901

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Colorado 101 N Cascade Ave #410 Colorado Springs, CO 80903	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** APCOI@AssuredPartners.com
INSURED PRACLTD-01 Public Relations Advertising Company dba Vladimir Jones 2 N Nevada Ave., Suite 1400 Colorado Springs, CO 80903	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hanover Insurance Company — 22292 **INSURER B :** Pinnacol Assurance — 41190 **INSURER C :** Allmerica Financial Benefit — 41840 **INSURER D :** Swiss Re Corporate Solutions America Insurance Cor — 29874 **INSURER E :** Philadelphia Indemnity Company — 18058 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1548680499 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC X OTHER: Priv&Sec, Cyber			ZH4-8824495-13	9/26/2023	9/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Priv & Sec, Cyber	$ 1,000,000 $ 100,000 $ 10,000 $ $ 2,000,000 $ Included $ 50,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			AW4-8846920-13	9/26/2023	9/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			UH4-8850592-13	9/26/2023	9/26/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			1002922	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D E	Cyber Liability Professional Liability			C-4LVN-187727-CYBER-2023 PHSD1814032	9/26/2023 9/26/2023	9/26/2024 9/26/2024	Cyber Aggregate Limit Each Claim/Aggregate Employee Theft Limit	$1,000,000 $2m/$2m $500,000

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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From: GUENTHER, JORDAN
To: SPENCER, SHIRLEY J.
Subject: FW: [DETERMINATION REQUESTED] Advertising Agency of Record Services
Date: Monday, October 23, 2023 1:46:53 PM
Attachments: image002.png
image003.png
Electronic Only RFP Template Version 6.3.31.22.docx
image001.png

Here's the VJ Determination.

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe

Santa Fe
THE CITY DIFFERENT

+1 505 309 1194
jguenther@santafenm.gov
201W. Marcy Street,
Santa Fe, NM 87501
www.santafe.org

VIEW CARD

Created with hihello.me

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Date: Friday, January 27, 2023 at 11:28 AM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Thank you

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service**. If the SOW should change, a new determination will be needed. Since the totality of this project will be more than $60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

The RFP number assigned to this solicitation is **23/49/P**. I have attached the current RFP template for utilization. Please let me know if you have any questions.

Thanks,

JoAnn D. Lovato
Contracts Supervisor
c: (505) 469-6045

The City of Santa Fe
AND
TOURISM Santa Fe (TSF)

REQUEST FOR PROPOSALS (RFP)

Advertising Agency of Record Contract for TOURISM Santa Fe

RFP#
23/49/P

RFP Release Date: March 10, 2023

Proposal Due Date: April 6, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Advertising Agency of Records Contract for TOURISM Santa
RFP # 23/49/P

Evaluation Summary Before Best and Finals

	BVK	Fahlgren Mortine	Fuseideas	Gravitational Marketing	Sunny 505	Vladimir Jones
Section IV.B 1. Technical Specifications **Organizational Experience (150 Points)**	129.6	126.4	137	30	138	150
Section IV.B 2. Technical Specifications **Organizational References (100 Points)**	100	100	100	33.3	78	100
Section IV.B 4. Technical Specifications **Mandatory Specification (300 Points)**	252	214	252	0	202	300
Section IV.B 5. Technical Specifications **Desirable Specification (150 Points)**	111	129	128	0	126	150
Section IV.C 1. Business Specifications **Letter of Transmittal (Pass/Fail)**	Pass	Pass	Pass	Pass	Pass	Pass
Section IV.C 2. Business Specifications **Signed Campaign Disclosure Form (Pass/Fail)**	Pass	Pass	Pass	Pass	Pass	Pass
Section IV.B 3. Technical Specifications **Oral Presentation (50 Points)**	50	50	50	50	50	50
Section IV.C 3. Business Specifications **Cost (250 Points)**	211	248	240	0	250	229
POINTS AWARDED	**853.6**	**867.4**	**907**	**113.3**	**844**	**979**
Section IV.C 4. Business Specifications **New Mexico Resident Business Preference 6% (60 Points)**	0	0	0	0	60	0
Section IV.C 4. Business Specifications **Local preference Non-Local Business 3% (30 Points)**	0	0	30	0	0	0
TOTAL POINTS AWARDED	**853.6**	**867.4**	**937**	**113.3**	**904**	**979**

Advertising Agency of Records Contract for TOURISM Santa
RFP # 23/49/P

Evaluation Summary After Best and Finals

	BVK	Fahlgren Mortine	Fuseideas	Gravitational Marketing	Sunny 505	Vladimir Jones
Section IV.B 1. Technical Specifications **Organizational Experience (150 Points)**	129.6	126.4	137	30	138	150
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Section IV.C 1. Business Specifications **Letter of Transmittal (Pass/Fail)**	Pass	Pass	Pass	Pass	Pass	Pass
Section IV.C 2. Business Specifications **Signed Campaign Disclosure Form (Pass/Fail)**	Pass	Pass	Pass	Pass	Pass	Pass
Section IV.B 3. Technical Specifications **Oral Presentation (50 Points)**	50	50	50	50	50	50
Section IV.C 3. Business Specifications **Cost (250 Points)**	211	248	248	0	250	248
POINTS AWARDED	**853.6**	**867.4**	**915**	**113.3**	**844**	**998**
Section IV.C 4. Business Specifications **New Mexico Resident Business Preference 6% (60 Points)**	0	0	0	0	60	0
Section IV.C 4. Business Specifications **Local preference Non-Local Business 3% (30 Points)**	0	0	30	0	0	0
TOTAL POINTS AWARDED	**853.6**	**867.4**	**945**	**113.3**	**904**	**998**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the Advertising Agency of Records Contract for TOURISM Santa Fe RFP #23-49-P to the proposal receiving the highest scores along the natural point-break; Vladimir Jones; subject to agreement between the City of Santa Fe/TOURISM Santa Fe and the selected Offeror. Awarding a contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe.

Committee Signature Approval

Randy Randall (May 24, 2023 08:46 MDT)

Randy Randall — Date
Evaluation Committee Member

Jordan Guenther (May 24, 2023 10:10 CDT)

Jordan Guenther — Date
Evaluation Committee Member

Joy Rice (May 24, 2023 09:27 MDT)

Joy Rice — Date
Evaluation Committee Member

Ed Pulsifer (May 24, 2023 11:25 MDT)

Ed Pulsifer — Date
Evaluation Committee Member

Liz Robinson
Liz Robinson (May 24, 2023 11:44 MDT)

Liz Robinson — Date
Evaluation Committee Member

Katalina Gallegos (May 24, 2023 08:16 MDT)

Katalina Gallegos — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Travis Dutton-Leyda

Travis Dutton-Leyda — Date
Chief Procurement Officer
City of Santa Fe

Item# 23-0483
Munis Contract #3204117

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **VLADIMIR JONES (PRACO LTD)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as a professional service, rendering services related to advertising, marketing, and media services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

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

A. Integrated Advertising Campaign and Comprehensive Media:

1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.

3) Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

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

C. Contractor Services:

1) Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.

2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as

deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

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

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

G. Standard of Performance; Licenses:

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

3. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed **eight million dollars ($8,000,000)** for the term of this Agreement.

1.) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of:

a. FY24: (07/01/2023 – 06/30/2024) $2,000,000
b. FY25: (07/01/2024 – 06/30/2025) $2,000,000
c. FY26: (07/01/2025 – 06/30/2026) $2,000,000
d. FY27: (07/01/2026 – 06/30/2027) $2,000,000

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **JUNE 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **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.

6. **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.

7. **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.

8. **Assignment.**

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

9. **Subcontracting.**

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

10. **Release.**

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

11. **Confidentiality.**

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

12. **Product of Service -- Copyright.**

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

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

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

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

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

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

14. **Amendment.**

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

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

15. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with

respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. **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.

17. **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.

18. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 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.

19. **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.

20. **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.

21. **Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement,

the following insurance coverage(s), naming the City as additional insured.

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

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

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

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

22. **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

23. **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.

24. **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.

25. **Invalid Term or Condition.**

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

26. **Enforcement of Agreement.**

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

27. **Notices.**

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

To the City: Randy Randall, 201 W. Marcy Street, Santa Fe, NM 87501;
rrandall@santafenm.gov

To the Contractor: Vladimir Jones (PRACO)
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO 80903-3928
mvaughan@vladimirjones.com

28. **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.

29. **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.

30. **Non-Collusion.**

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

31. **Default/Breach.**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. **Equitable Remedies.**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. **Default and Force Majeure.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Aug 2, 2023

CONTRACTOR:

Meredith Vaughan

MEREDITH VAUGHN, CEO

DATE: Jun 12, 2023

CRS#03-436229-00-0

Registration #227045

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 8, 2023 08:03 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Aug 1, 2023 23:12 MDT)

EMILY K. OSTER, FINANCE DIRECTOR

VSF Admin - 2130521/Adv Expense - 561850 $1,050,000
CCC Ops - 5206600/Adv Expense – 561850 $950,000 AH

City of Santa Fe, New Mexico
Memorandum

DATE: **23 October 2023**

TO: **Mayor Alan Webber and City Council**
Finance Committee
Quality of Life Committee

VIA: **John Blair, City Manager**
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Brian Williams, Director Office of Emergency Management** BW
BW

ITEM AND ISSUE:

Request for Approval of the 2023 State Homeland Security Grant Program (SHSGP) Sub-Grant Agreement EMW-2023-SS-00015 New Mexico Department of Homeland Security and Emergency Management for the purchase of hazardous material detection equipment for the Fire Department, equipment for the Police Department Special Operations Teams and GIS support for the Office of Emergency Management in the total amount of $219,849.00 Performance Period 10/1/23 to 12/31/2025; (Brian Williams, Director Emergency Management, bgwilliams@santafenm.gov, 505-469-1484.)

1. Request for Budget Adjustment Resolution (BAR) in the Total Amount of $219,849.00 for the NM Department of Homeland Security and Emergency Management to the Office of Emergency Management.

Committee Review
Quality of Life Committee: 12/04
Finance Committee: 12/06
Governing Body: 12/13

BACKGROUND AND SUMMARY:

The City of Santa Fe applied for this reimbursable Federal Preparedness Grant through the United States Department of Homeland Security and the Federal Emergency Management Agency and administered by the New Mexico Department of Homeland Security and Emergency Management (NM DHSEM) to fund development and sustainment of emergency response and recovery capabilities. Projects are competitively awarded by NM DHSEM in accordance with State funding priorities.

The Emergency Management Director is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, citywide compliance with the National Incident Management System, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City. All expenditures must be pre-approved by the New Mexico Department of Homeland Security and Emergency Management.

Project	**Amount**
1. Santa Fe Fire Department Hazardous Materials Detection and Monitoring (Threat ID -The Threat ID is FTIR technology designed for the detection and identification of substances, such as explosives (group 1-5. Military, commercial and homemade), liquid, solid, narcotics and gases)	$48,175.00
Project	**Amount**
2. Santa Fe Police Department Special Operations Equipment (Ballistic Shield, Tactical Search Pole Camera, Rangefinder Binoculars, Binocular Night Vision and helmet mount, Weather meters, Ballistic Plate Armor)	$100,000.00
Project	
3. Santa Fe Police Department Special Operations (Throw phone)	$1,800.00
Project	**Amount**
4. Santa Fe Police Department Special Operations Crisis Negotiation Team (National Tactical Officers Association Crisis Negotiation Conference0	$8,680.00
Project	**Amount**
5. Santa Fe Office of Emergency Management (ESRI Advantage Program - The analytical capabilities of ArcGIS and associated products will allow us to model and predict the impact of various human-caused disasters and identify critical infrastructure that may be impacted. This information can be used to update emergency operations and response plans, identify critical infrastructure needing physical hardening, and identify specific trainings and exercises that need to take place, ensuring that our city is well-prepared for any potential hazards or threats.)	$61,194.00

Project	**530200** Op. Supplies	**570500** Capitalized Equipment	**570850** Cap Outlay Software	**560200** Out of State Per Deim	**560500** Out of State Transportation	**560700** Tuition
1		$48,175.00				
2	$100,000.00					
3	$1,800.00					
4				$1,902.34	$4,255.33	$2,522.33
5			$61,194.00			
Total	**$101,800.00**	**$48,175.00**	**$61,194.00**	**$1,902.34**	**$4,255.33**	**$2,522.33**

City of Santa Fe, New Mexico
Memorandum

PROCUREMENT METHOD:
The SF PD will comply with City and Federal procurement for these items.

CONTRACT NUMBER:
The FY24 MUNIS contract number is 3204413

FUNDING SOURCE:

State Homeland Security Grant Program. This grant is 100% federally funded, there is no local share.

The funding source is:
Fund Name/Number: Emergency Mngt./Fund 221
Munis Org Name/Number: Office of Emergency Mngt./2212850
Munis Object Name/Number: Fed Grant/490610

ACTION REQUESTED:
The Office of Emergency Management respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NM Dept. of Homeland Security and Emergency Management

Procurement/contract Title: 2023 State Homeland Security Grant Program

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Grant Program

Requesting Department: Office of Emergency Management Staff Name: Brian Williams

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP (include ECR)**	☒	☐	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☐	☒	**Current Business Registration (always)**			
☐	☒	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☐	☒	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Justin Gonzales — Department Point of Contact

Contracts Administrator — Title

11/22/2023 — Date

Brian Williams

Department Director — Date

JoAnn Lovato Montaño -- NO PROCUREMENT

JoAnn Lovato Montaño - NO PROCUREMENT (Nov 28, 2023 15:01 MST)

Nov 28, 2023

Chief Procurement Officer — Date

ITT Representative — Title — Date

City of Santa Fe

Summary of Contracts, Agreements, Amendments & Leases

All fields to be completed by department:

1. Munis Contract: 3204413 Procurement # (RFP/ITB If any):

Contractor: NM Dept. of Homeland Security and Emergency Management

Description: 2023 State Homeland Security Grant Program -- 5 Projects, 1 for FD, 3 for PD, 1 for OEM - EMW-2023-SS-00015

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: 12/13/23 Term End Date: 12/31/25

☐ Approved by Council Date: 11/22/23

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** Contract #3204413, applying for grant funds, purchasing n/a.

JoAnn Lovato Montaño -- NO PROCUREMENT
JoAnn Lovato Montaño - NO PROCUREMENT (Nov 28, 2023 15:01 MST)

Purchasing Officer Review: Nov 28, 2023 Date:

Comment & Exceptions: _____

4. **Funding Source:** 2212850 **Org / Object:** 490610

Andy Hopkins

Budget Officer Approval: Andy Hopkins Date: 11/22/23

Comment & Exceptions: _____

Staff Contact who completed this form: Brian Williams Phone # 505-469-1484

Email: bgwilliams@santafenm.gov

To be recorded by City Clerk:
Clerk # _____
Date of Execution: _____

Grant Manager Approval:

Cheryl James
Cheryl James (Nov 28, 2023 15:06 MST)

Nov 28, 2023

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

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Emergency Management	11/7/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Operating Supplies	2212850	530200	OEM2422102	100,000	
Operating Supplies	2212850	530200	OEM2422103	1,800	
Capilized Equipment	2212850	570500	OEM2422101	48,175	
Cap Outlay Software	2212850	570850	OEM2422105	61,194	
Out of State Per Deim	2212850	560200	OEM2422104	1,902	
Out of State Transportation	2212850	560500	OEM2422104	4,255	
Tuition	2212850	560700	OEM2422104	2,522	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Homeland Security	2212850	490610	OEM2422101	(48,175)	
US Dept of Homeland Security	2212850	490610	OEM2422102	(100,000)	
US Dept of Homeland Security	2212850	490610	OEM2422103	(1,800)	
US Dept of Homeland Security	2212850	490610	OEM2422104	(8,680)	
US Dept of Homeland Security	2212850	490610	OEM2422105	(61,194)	
				$ -	$ -

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

SHSGP Grant EMW-2023-SS-00015 for purchases of hazardous material detection equipment for the Fire Department,

equipment for the Police Sepcial Operations Teams and GIS support for the Office of Emergency Management.

{Complete section below if BAR results in a net change to ANY Fund}

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

Marcella Apodaca — 11/7/2023
Prepared By *{print name}* — Date

Brian Williams
Division Director Signature *{optional}* — Date

Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

KyleOchoa (Nov 27, 2023 12:03 MST)

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/23/23

Project Title: 2023 SHSGP--P1--HazMat Detector

Project Type: ☐ CIP ☒ Grant ☐ Internal tracking

Project Id: OEM2422101
Grant Id: F2406
Financial Analyst: CMT/ CTJ
(Finance Use Only)

Department: CH&S-Emergency Management Project Manager: Brian Williams Ext: 6537

Project Date Range: 10/1/23 to 12/31/25 Create Fixed Asset ☒

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS Org: 2212850 MUNIS Object: 570500 Awarded Amount: $48,175.00

Funding Source: _____ % of Funding: _____

MUNIS Org: _____ MUNIS Object: _____ Awarded Amount: _____

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 MUNIS Org: 2212850 MUNIS Object: 570500
Phase: _____ MUNIS Org: _____ MUNIS Object: _____
Phase: _____ MUNIS Org: _____ MUNIS Object: _____

Grants Only (list all grants if applicable)

Grantor Name: NM DHSEM Awarded Amount: $48,175.00

AR Charge Code: 490610 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) 97.067

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form) ☐ Attached to Grant

Version 19.03

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/23/23

Project Id: OEM2422102
Grant Id: S2406
Financial Analyst: CMT/ AJ
(Finance Use Only)

Project Title: 2023 SHSGP--P2--SWAT Equipment

Project Type: ☐ CIP ☒ Grant ☐ Internal tracking

Department: CH&S-Emergency Management Project Manager: Brian Williams Ext: 6537

Project Date Range: 10/1/23 to 12/31/25 Create Fixed Asset ☐

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS Org: 2212850 MUNIS Object: 530200 Awarded Amount: $100,000.00

Funding Source: _____ % of Funding: _____

MUNIS Org: _____ MUNIS Object: _____ Awarded Amount: _____

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 MUNIS Org: 2212850 MUNIS Object: 530200
Phase: _____ MUNIS Org: _____ MUNIS Object: _____
Phase: _____ MUNIS Org: _____ MUNIS Object: _____

Grants Only (list all grants if applicable)

Grantor Name: NM DHSEM Awarded Amount: $100,000.00

AR Charge Code: 490610 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) 97.067

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form) ☐ Attached to Grant

Version 19.03

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/23/23

Project Id: OEM2422104
Grant Id: F2406
Financial Analyst: CMT/ AJ
(Finance Use Only)

Project Title: 2023 SHSGP-P4 Crisis Negotiation Conference

Project Type: ☐ CIP ☒ Grant ☐ Internal tracking

Department: CH&S-Emergency Management Project Manager: Brian Williams Ext: 6537

Project Date Range: 10/1/23 to 12/31/25 Create Fixed Asset ☐

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS Org: 2212850 MUNIS Object: _____ Awarded Amount: $8,680.00

Funding Source: _____ % of Funding: _____

MUNIS Org: _____ MUNIS Object: _____ Awarded Amount: _____

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 Registration/Tuition MUNIS Org: 2212850 MUNIS Object: 560700
Phase: 2 Out of State Travel MUNIS Org: 2212850 MUNIS Object: 560500
Phase: 3 Per Deim MUNIS Org: 2212850 MUNIS Object: 560200

Grants Only (list all grants if applicable)

Grantor Name: NM DHSEM Awarded Amount: $8,680.00

AR Charge Code: 490610 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) 97.067

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form) ☐ Attached to Grant

Version 19.03

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/23/23

Project Title: _2023 SHSGP-P5 ESRIGISAdvantage

Project Type: ☐ CIP ☒ Grant ☐ Internal tracking

Project Id: OEM2422105
Grant Id: F2406
Financial Analyst: CMT/ CAJ
(Finance Use Only)

Department: CH&S-Emergency Management Project Manager: Brian Williams Ext: 6537

Project Date Range: 10/1/23 to 12/31/25 Create Fixed Asset ☐

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS Org: 2212850 MUNIS Object: _____ Awarded Amount: $61,194.00

Funding Source: _____ % of Funding: _____

MUNIS Org: _____ MUNIS Object: _____ Awarded Amount: _____

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 MUNIS Org: 2212850 MUNIS Object: 570850
Phase: _____ MUNIS Org: _____ MUNIS Object: _____
Phase: _____ MUNIS Org: _____ MUNIS Object: _____

Grants Only (list all grants if applicable)

Grantor Name: NM DHSEM Awarded Amount: $61,194.00

AR Charge Code: 490610 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) 97.067

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form) ☐ Attached to Grant

Version 19.03

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/23/23

Project Title: 2023 SHSGP-P3-Crisis Negotiation Team Equip

Project Type: ☐ CIP ☒ Grant ☐ Internal tracking

Project Id: OEM2422103
Grant Id: S2406
Financial Analyst: CMT/ CAJ
(Finance Use Only)

Department: CH&S-Emergency Management Project Manager: Brian Williams Ext: 6537

Project Date Range: 10/1/23 to 12/31/25 Create Fixed Asset ☐

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: US DHS - NM DHSEM % of Funding: 100

MUNIS Org: 2212850 MUNIS Object: 530200 Awarded Amount: $1,800.00

Funding Source: _____ % of Funding: _____

MUNIS Org: _____ MUNIS Object: _____ Awarded Amount: _____

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 MUNIS Org: 2212850 MUNIS Object: 530200
Phase: _____ MUNIS Org: _____ MUNIS Object: _____
Phase: _____ MUNIS Org: _____ MUNIS Object: _____

Grants Only (list all grants if applicable)

Grantor Name: NM DHSEM Awarded Amount: $1,800.00

AR Charge Code: 490610 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) 97.067

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form) ☐ Attached to Grant

Version 19.03

State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111, Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT
FY 2023 State Homeland Security Grant Program (SHSGP)
2023 Federal Grant No.: EMW-2023-SS-00015 Assistance Listing No.: 97.067

SUB GRANT RECIPIENT INFORMATION

SUBRECIPIENT NAME	City of Santa Fe	**SUB-GRANT NUMBER**	**EMW-2023-SS-00015**
FIDUCIARY NAME	City of Santa Fe	**SUPPLIER ID NO.**	54360
EIN NUMBER	85-6000168	**CAGE CODE**	4C987
SAM UEI #	QLN2YKMMJ8X6		
PHYSICAL ADDRESS	200 Lincoln Ave. Santa Fe, NM 87501	**REMIT ADDRESS**	P.O. Box 909 Santa Fe, NM 87501

NMDHSEM INFORMATION

POINT OF CONTACT	Dave Alyassin	**PHONE NUMBER**	505-373-7140
EMAIL ADDRESS 1	dave.alyassin@dhsem.nm.gov	**EMAIL ADDRESS 2**	DHSEM-GrantsManagement@state.nm.us

SUB GRANT AWARD INFORMATION

PERIOD OF PERFORMANCE:

START DATE	**October 1, 2023**	**END DATE**	**September 30, 2025**

	NAME OF PROJECT AWARD	AMOUNT AWARDED
1	City of Santa Fe - HazMat Detection and Monitoring	**$48,175.00**
2	City of Santa Fe - Law Enforcement Special Operations #1	**$100,000.00**
3	City of Santa Fe - Law Enforcement Special Operations #3	**$1,800.00**
4	City of Santa Fe - Law Enforcement Special Operations #4	**$8,680.00**
5	City of Santa Fe - Emergency Center Inelligence and Information Sharing and Analysis	**$61,194.00**
	SHSGP TOTAL AWARDED AMOUNT	**$219,849.00**

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WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has been designated by the United States Department of Homeland Security (USDHS) to serve as grantee and is thereby authorized to issue this agreement to the applicant, subrecipient, and sub-grantee.

WHEREAS, funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and sub-grantee.

NOW, THEREFORE it is mutually understood and agreed between the grantee, NMDHSEM, and sub-grantee, **City of Santa Fe** hereinafter referred to as "subrecipient" as follows:

ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS

The following additional sub-grant agreement documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- The USDHS Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Homeland Security Grant Program
- Fiscal Year 2023 Preparedness Grants Manual, FEMA Grant Programs Directorate, Version 4, 2023
- Attachment 1: USDHS Standard Terms and Conditions (November 29, 2022) which are incorporated by reference into this Subgrant Agreement.
- Attachment 2: Reimbursement Checklist.
- Attachment 3: Glossary and Definitions.
- Attachment 4: Acronyms.

ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2023 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2023 SHSGP Application. All work must be completed within the performance period, between **October 1, 2023, and September 30, 2025.** The subrecipient shall not sub-grant any part of this award to any other entity or organization.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Point of Contact as identified on page 1, of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely **Quarterly Financial Progress Reports to their assigned NMDHSEM Sub-grant Analyst. The Quarterly Performance Progress Reports are to be submitted to the Grants Management Bureau at** DHSEM-GrantsManagement@state.nm.us. Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received timely.**

- **Final reports:** Due 15 days after the end of the POP. The Final Narrative Report will suffice as the final performance progress report.

The subrecipient must immediately report in writing to the NMDHSEM Point of Contact alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the subrecipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied **by both** the Quarterly Financial Progress Report and Quarterly Performance Progress Report forms. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely financial and performance progress reports. Payments may be withheld by NMDHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). The NMDHSEM staff will not process reimbursements if quarterly performance progress and financial reports are not submitted.

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

DELAYS AND DENIAL OF PAYMENT: Reduce delays in processing of payment requests by checking for accuracy prior to submission. Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The Period of Performance has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for Payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

CONTRACTS: All contracts must be submitted to the NMDHSEM Point of Contact for NMDHSEM review prior to implementation.

EQUIPMENT: Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): www.fema.gov/grants/tools/authorized-equipment-list. Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may

purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

TRAVEL: All reimbursable travel must be pre-approved by NMDHSEM 30 days prior to travel date.

PER DIEM: Reimbursements for state, local, tribal, and territorial jurisdictions cannot exceed the rates of the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-4 (2021).

TRAINING: Requires NMDHSEM pre–approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After–Action Report/Improvement Plan (AAR/IP) within 60 days after conduct of an exercise. The AAR/IP must be submitted to NMDHSEM's Training and Exercise Unit.

FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable.
    - The food and/or beverages provided are subject of a work-related event and work continues after meals are served.
    - Participation by all participants is mandatory; and
    - The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than $60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition**.** Weapons of any kind (including firearms, grenade launchers, bayonets); ammunition; and weaponized aircraft, vessels, and vehicles of any kind remain unallowable expenses under any FEMA preparedness grant program.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.

- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.

ARTICLE 6: PERFORMANCE MEASURES

The Quarterly Performance Progress Report form shall demonstrate performance and progress relative to the performance metrics identified in the USDHS Notice of Funding Opportunity (NOFO) Fiscal Year 2023 Homeland Security Grant Program.

FY 2023 Performance Metrics:

- Percentage of funding allocated by the subrecipient to core capabilities to build or sustain national priorities identified in the HSGP FY 2023 NOFO.
- Percentage of funding and projects allocated by the subrecipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the subrecipient that address a capability gap in a core capability that has a target(s) rated as high.

ARTICLE 7: SUBRECIPIENT MONITORING POLICY

The NMDSHEM as the pass-through entity is responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the responsibility to monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

In terms of overall award management, subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or sub-award, as applicable, including the terms of 2 C.F.R. Part 200.

The NMDSHEM will conduct periodic monitoring as required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM will periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from NMDHSEM staff.

ARTICLE 8: FUNDING RESTRICTIONS; ALLOWABLE AND UNALLOWABLE COSTS; AND RECOVERY OF FUNDS

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program, the terms and condition of an award, or other program materials, costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDHSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDHSEM staff may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

See the Allowable Cost Matrix section in the (NOFO) Fiscal Year 2023 Homeland Security Grant Program for allowable cost activities.

Equipment. The allowable prevention, protection, mitigation, response, and recovery equipment categories for SHSGP are listed on the FEMA Authorized Equipment List (AEL): https://www.fema.gov/grants/tools/authorized-equipment-list. Some equipment items require prior approval from FEMA through NMDHSEM before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Training. Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that

are not located at facilities designed to conduct training and exercises. Information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Exercises. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Maintenance and Sustainment. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts.

When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SHSGP funds or for equipment dedicated for SHSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

The policy set forth in FEMA's Information Bulletin (IB) 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain USDHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Construction and Renovation. Project construction using SHSGP funds may not exceed the greater of $1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

Written approval must be provided by FEMA through NMDHSEM prior to the use of any SHSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are

required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Unallowable Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition is not allowed with SHSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

ARTICLE 9: PROCUREMENT

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317-326, and Appendix II.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. 200.318 through 2 C.F.R. 200.326 and Appendix II. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. 200.320. A RFA form must be approved by NMDHSEM staff prior to any tangible expenditures.

Procurement Documentation: Per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;
3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf.

Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The

standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 11: REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEM (sUAS)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating HSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use HSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2023 DHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems, and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)
In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: Interagency Legal Advisory on UAS Detection and Mitigation Technologies Homeland Security (dhs.gov). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: Interagency Issues Advisory on Use of Technology to Detect and Mitigate Unmanned Aircraft Systems Homeland Security (dhs.gov).

ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at GSA's Programs for State and Local Governments and State and Local Governments webpages.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

Other Supply Schedules and Programs: For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

1. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
2. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
3. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
4. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
5. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the subrecipient discuss the procurement plans with its NMDHSEM Point of Contact.

ARTICLE 13: CONTRACTS

Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. 200.1, 2 C.F.R. 200 Appendix II to Part 200.

ARTICLE 14: AUDIT REQUIREMENTS

As the federal grant recipient, the State of New Mexico requires a subrecipient expending $750,000.00 or more in federal funds in the organization's fiscal year to conduct an organization–wide audit in accordance with 2 C.F.R. 500 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 500 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Point of Contact within 30 days after the subrecipient receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT

The subrecipient will follow the property standards articulated in 2 C.F.R. 200.310 through 2 C.F.R. 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

Any disposition of SHSGP property or equipment must be in accordance with 2 C.F.R. 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 16: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify NMDHSEM, FEMA and the New Mexico

Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 17: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico."

ARTICLE 18: RECORDKEEPING

The subrecipient will follow the record retention and access standards articulated in 2 C.F.R. 200.333 through 2 C.F.R. 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 19: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the NMDHSEM Point of Contact for review **90 days prior** to the termination of this agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time of the request. If approved by NMDHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

ARTICLE 20: EXTENSION REQUESTS

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests and must contain specific and compelling justifications as to why an extension is required. Requests for extensions must be submitted using the Request for Sub-Grant Extension form.

Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who experience technical issues must notify the NMDHSEM Point of Contact **within 90 days of the POP end date**. All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;

7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extensions are typically granted for no more than a six-month period. Extension requests cannot extend past 12 months of the original subgrant agreement end date. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

All requests for Sub-grant award extensions must be received at NMDHSEM **prior to the 90-day sub-grant award termination date**. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the NMDHSEM Point of Contact on a case-by-case basis.

ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **October 1, 2023** through **September 30, 2025**. Further, all personnel related grant activity must be completed between **October 1, 2023** through **September 30, 2025**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.

- The FY 2023 SAFECOM Guidance on Emergency Communications Grants, in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
    - Priority 1: Governance and Leadership
    - Priority 2: Planning and Procedures
    - Priority 3: Training, Exercises, and Evaluation
    - Priority 4: Activities that Enhance Communications Coordination
    - Priority 5: Standards-Based Technology and Infrastructure
    - Priority 6: Cybersecurity

- **Deployable / Shareable Assets:** All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient

shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.

- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.

- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than $25,000.00 or fewer than 50 employees.

- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.
- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

ARTICLE 23: TERMINATION

For Cause: In compliance with 2 C.F.R. Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

ARTICLE 24: SPECIAL CONDITIONS

- The Homeland Security Grant Program Notice of Funding Opportunity Requirements – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.

- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from the Grants Management Bureau is required for all purchases regardless of any application review.

- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.

- All subrecipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.

- All subrecipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every three years and submit to NMDHSEM no later than October 31 of that year. (May 30, bi-annually).

- All subrecipients must complete and/or revise their Stakeholder Preparedness Report (SPR) every year and submit to NMDHSEM no later than October 31 of that year.

- All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year. Please submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and the Grants Management Bureau at DHSEM-GrantsManagement@state.nm.us.

- All subrecipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP), approved by NMDHSEM and is current within two years. Subrecipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs for approval. Contact the DHSEM Point of Contact for more information.

- Subrecipients must have a current multi-year Integrated Preparedness Plan (IPP) that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year. Contact the DHSEM Point of Contact for more information.

- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the DHSEM Point of Contact for more information.

- All SHSGP performance activities will be monitored by the assigned Grant Manager on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.

- All revisions must be reviewed and approved by the Grants Management Bureau to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.

- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) https://www.fema.gov/sites/default/files/2020-04/Price_Wavier_Act_Clarification_IB_421A_Final_06-04-19.pdf.

- Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.

- A RFA form must be approved prior to any tangible expenditures.

- All revision requests must be reviewed and approved by the Grants Management Bureau. All requests must meet the original scope of the project which, may result in a subgrant amendment.

- A revision of a project's scope of work must be pre-approved by the Grants Management Bureau before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.

- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.

- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the subrecipient of this award.

- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.

- Grant funds may not be used for the following:
  - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
  - Expenditures for weapons systems and ammunition.
  - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.
  - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
  - Costs that supplant traditional public safety positions and responsibilities
  - Activities and projects unrelated to the completion and implementation of the SHSGP Program.

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State of New Mexico
DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT – STATE HOMELAND SECURITY GRANT PROGRAM EMW-2023-SS-00015

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

Signature of Acceptance

JURISDICTION SIGNATURES			
SIGNATURE OF STATE HOMELAND SECURITY GRANT PROGRAM MANAGER			
OFFICIAL SIGNATURE:		**DATE:**	
PRINTED NAME:			
CONTACT NUMBER:		**EMAIL ADDRESS:**	
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER			
OFFICIAL SIGNATURE:		**DATE:**	
PRINTED NAME:			
CONTACT NUMBER:		**EMAIL ADDRESS:**	
SIGNATURE OF JURISDICTIONS GOVERNMENT SIGNATORY OFFICIAL			
OFFICIAL SIGNATURE:		**DATE:**	
PRINTED NAME:			
CONTACT NUMBER:		**EMAIL ADDRESS:**	
NMDHSEM SIGNATURES			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF			
OFFICIAL SIGNATURE:		**DATE:**	
PRINTED NAME:			
CONTACT NUMBER:		**EMAIL ADDRESS:**	
NMDHSEM DEPUTY CABINET SECRETARY			
OFFICIAL SIGNATURE:		**DATE:**	
PRINTED NAME:			
CONTACT NUMBER:		**EMAIL ADDRESS:**	

Print one original agreement, sign, and email to: DHSEM-GrantsManagement@state.nm.gov and the DHSEM Point of Contact.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 29, 2023 13:23 MST)
_____
EMILY OSTER, FINANCE DIRECTOR

ORG NAME/OBJ #

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ATTACHMENT 1
FY 2023 U.S. Department of Homeland Security Terms and Conditions
Version 2 dated November 29, 2022

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass- through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at DHS Civil Rights Evaluation Tool Homeland Security.

VI. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

1) applying the domestic content procurement preference would be inconsistent with the public interest;
2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

XXXIX. Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

ATTACHMENT 2
Reimbursement Checklist

Please Note: NMDHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable state, local, tribal, and territorial rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- ☐ Have all invoices been included? Submit all invoices to DHSEM-GrantsManagement@state.nm.us.
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by subrecipient or contractor/consultant of subrecipient, an agenda and sign-in sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- ☐ Is the course USDHS/FEMA approved? Is there a course or catalog number? If not, has NMDHSEM approved the non-USDHS training request form? Is supporting documentation included with your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?
- ☐ If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Have any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and

equipment)? If so, receipts and proof of payment must be submitted. (e.g., system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

OTHER:

- ☐ If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

MATCHING FUNDS

- ☐ Contributions are from non-federal funding sources.
- ☐ Contributions are from cash.
- ☐ Contributions are from in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime, or other operational costs unrelated to EMPG eligible activities.

The remainder of this page is intentionally left blank.

ATTACHMENT 3
Glossary and Definitions

After–Action Report/Improvement Plan (AAR/IP): The AAR/IP is a document that generally includes an exercise overview, analysis of capabilities, and a list of corrective actions. The AAR/IP should include an overview of performance related to each exercise objective and associated capabilities. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

FEMA Authorized Equipment List (AEL): The FEMA Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

Backfill: The act of filling a position left by another employee who has been moved to another role.

Conduct of Exercise: Involves activities such as preparing for exercise play, managing exercise play, and conducting immediate exercise wrap-up activities. For a discussion-based exercise, conduct entails presentation, facilitation, and discussion. For an operations-based exercise, conduct, encompasses all operations occurring between the designated Start of the Exercise (StartEx) and End of the Exercise (EndEx). Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Disallowed costs: Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

Equipment: Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000. 2 C.F.R. 200.1 Equipment.

Exercise: An event or activity delivered through discussion or action to develop, assess, or validate capabilities to achieve planned objectives. Types of exercises are seminar, workshop, tabletop, full scale, and functional. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Expenditures: Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

Federal Award: The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

Federal Share: The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

Homeland Security Grant Program (HSGP): One of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. The HSGP program includes: State Homeland Security Program (SHSP); Urban Area Security Initiative (UASI); and Operation Stonegarden (OPSG).

Improvement Plan (IP): A document that includes a consolidated list of corrective actions, responsible parties, and a timeline for completion. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Integrated Preparedness Plan (IPP): A document for combing efforts across components of the Integrated Preparedness Cycle to make sure that a jurisdiction/organization has the capabilities to handle threats and hazards. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

Narrative Report – Quarterly/Final (also known as performance progress report)**:** Used to submit either quarterly performance reports or the final narrative report.

NMDHSEM Request for Budget-Project Revision form: This form is used to request revision(s) to project(s) and/or budget(s) that are within the original scope of the project.

Notice of Funding Opportunity (NOFO): A formal announcement of the availability of federal funding through a financial assistance program from a federal awarding agency. The notice of funding opportunity provides information on the award, who is eligible to apply, the evaluation criteria for selection of an awardee, required components of an application, and how to submit the application. 2 C.F.R. 200.1 Notice of funding opportunity.

Operation Stonegarden (OPSG): Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

Opioid Receptor Antagonists: Any medically approved drug or medical substance that can be utilized by first responder personnel in an emergency situation that is designed to counteract the effects of an opioid overdose.

Pass-through Entity: A non-federal entity that provides a sub-award to a subrecipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

Performance Measure: A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

Period of Performance (POP): The total estimated time interval between the start of an initial federal award and the planned end date, which may include one or more funded portions, or budget periods. 2 C.F.R. 200.1 Period of performance.

Preparedness: The actions taken to plan, organize, equip, train, and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. National Incident Management System, Third Edition, October 2017.

Quarterly Financial Progress Report: The information in this report is used by NMDHSEM to monitor subrecipient cash flow, performance, and project implementation to ensure proper use of federal funds.

Recipient: An entity, usually but not limited to non-federal entities that receives a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. 2 C.F.R. 200.1 Recipient.

Request for Approval Form (RA): Used by subrecipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

Risk: Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

Stakeholder Preparedness Review (SPR): Annual three-step self-assessment of a community's capability levels based on the capability targets identified in the Threat and Hazards Identification and Risk Assessment (THIRA).

Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

State Homeland Security Grant Program (SHSGP): Assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Subrecipient: An entity, usually but not limited to non-federal entities, that receives a sub-award from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. 2 C.F.R. 200.1 Subrecipient.

Supplanting: When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

Threat: Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

Threat and Hazard Identification and Risk Assessment (THIRA): Standard process for identifying community-specific threats and hazards and setting targets for each core capability identified in the National Preparedness Goal. Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3rd Edition, May 2018.

Unity of Effort: Coordination and cooperation among all organizational elements, even though they may not be part of the same command structure, to achieve success.

Urban Area Security Initiative (UASI): The HSGP program that assists high-risk urban areas' efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

Vulnerability: The protective measures in place are less than the protective measures needed to mitigate risk.

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ATTACHMENT 4
Acronyms

AAR/IP: After–Action Report/Improvement Plan
AEL: FEMA Authorized Equipment List
ASB: NMDHSEM's Administrative Services Bureau
CAD: Computer Aided Dispatch
CBP: Customs and Border Protection
CONOP: Concept of Operations
DOL: US Department of Labor
DOT: US Department of Transportation
EA: Environmental Assessment
EHP: Environmental and Historic Preservation
EMAC: Emergency Management Assistance Compact
EOP: Emergency Operations Plan
FEMA: Federal Emergency Management Agency
FLO: Fusion Liaison Officer
GSA: General Services Administration
GPD: Grant Programs Directorate
HHS: US Health and Human Services
HSGP: Homeland Security Grant Program
HSEEP: Homeland Security Exercise and Evaluation Program
IJ: Investment Justification
IMAS: Intrastate Mutual Aid System
INA: Immigration and Nationality Act
IP: Improvement Plan
IPP: Integrated Preparedness Plan
JTTFs: Joint Terrorism Task Forces
LETPA: Law Enforcement Terrorism Prevention Activities
NECP: National Emergency Communications Plan
NMDHSEM: New Mexico Department of Homeland Security and Emergency Management
NOFO: Notice of Funding Opportunity
OPE: USDHS Office of Partnership and Engagement
OPSG: Operation Stonegarden
POP: Period of Performance
PTE: Pass-through entity
RMS: Record Management Systems
RFA: Request for Approval
SAR / NSI: Nationwide Suspicious Activity Reporting Initiative
SIGB: State Interoperability Governing Body
SPR: Stakeholder Preparedness Review
SHSGP: State Homeland Security Grant Program
sUAS: Small Unmanned Aircraft System (sUAS)
SWIC: Statewide Interoperability Coordinator
THIRA: Threat and Hazard Identification and Risk Assessment
TICP: Tactical Interoperable Communication Plan
UASI: Urban Area Security Initiative
USDHS: United States Department of Homeland Security

2023 SHSGP SGA Santa Fe City of

Final Audit Report 2023-11-21

Created:	2023-11-21
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
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"2023 SHSGP SGA Santa Fe City of" History

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2023-11-21 - 10:43:04 PM GMT

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2023-11-21 - 10:45:04 PM GMT- IP address: 104.47.64.254

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2023-11-21 - 10:48:06 PM GMT- IP address: 63.232.20.2

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2023-11-21 - 10:48:08 PM GMT

Powered by Adobe Acrobat Sign

2023 SHSGP Memo-packet

Final Audit Report 2023-11-22

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By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
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"2023 SHSGP Memo-packet" History

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2023-11-22 - 6:55:05 PM GMT

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2023-11-22 - 6:58:26 PM GMT

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2023-11-22 - 7:05:50 PM GMT

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2023-11-22 - 7:20:00 PM GMT

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SHSGP Packet

Final Audit Report 2023-11-29

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"SHSGP Packet" History

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2023-11-28 - 9:49:14 PM GMT

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2023-11-28 - 9:53:29 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-11-28 - 9:56:58 PM GMT

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2023-11-28 - 10:01:24 PM GMT

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2023-11-28 - 10:01:32 PM GMT

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2023-11-28 - 10:04:57 PM GMT

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2023-11-28 - 10:06:12 PM GMT

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Powered by Adobe Acrobat Sign

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2023-11-28 - 10:06:20 PM GMT

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2023-11-29 - 8:20:42 PM GMT

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2023-11-29 - 8:22:58 PM GMT

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Signature Date: 2023-11-29 - 8:23:00 PM GMT - Time Source: server

Agreement completed.

2023-11-29 - 8:23:00 PM GMT

Powered by
Adobe
Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: November 2, 2023

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyva, Chief Procurement Officer
Andy Hopkins, Budget Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Maria Sanchez-Tucker, Community Services Director MT
Marcella Apodaca, Community Services Business Operations Manager MA

FROM: Christa Hernandez, Youth and Family Services Program Manager CH

ITEM AND ISSUE:
Request for Approval of Amendment No. 2 to Service Agreement with St. Elizabeth Shelter in the Total Amount of $286,500.00 Including NMGRT to Provide Navigation Services to Homeless Adults Ages 18 and Older in Santa Fe Over Three Years (Christa Hernandez, Youth and Family Service Program Manager, chernandez@santafenm.gov, 505-955-6728).

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

St. Elizabeth Shelters was funded to provide safety net (shelter services) to a minimum of 675 homeless adults and navigation services to a minimum of 225 homeless adults during fiscal years 2023-2026. Throughout the pandemic, clients expressed concerns about receiving services in a congregate setting due to the risk of exposure to COVID-19. Although COVID-19 cases have decreased over the years, clients fears and a reluctance to seek emergency shelter services still exist and have directly impacted the number of individuals seeking services. St. Elizabeth Shelters has seen a drastic reduction in the number of men, women and children seeking services provided by the organization. This number has reduced to approximately half of the numbers served in prior years. Services that are being provided are provided for a much longer period of time due to a lack of affordable housing in Santa Fe.

Given these continued challenges, St. Elizabeth Shelters has requested a second contract amendment to decrease the number of individuals receiving navigation services to 55 homeless individuals at a reimbursement rate of $1,000 per person served. This increase in reimbursement aligns with the current reimbursement rate they receive from other funders and will allow the organization to provide services to individuals for a longer period of time.

The Human Services Committee approved the contract amendment request on October 17, 2023.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division. Contracts end June 30, 2025.

The contract was fully executed on July 27, 2022.

CONTRACT NUMBER:
The FY23 Munis contract number is 3203406.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Services Fund/Fund 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and Youth and Family Services Division respectfully request your review and approval.

Signature: Marcella Apodaca
Marcella Apodaca (Nov 2, 2023 16:06 MDT)

Email: maapodaca1@santafenm.gov

Signature: Maria E. Tucker

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

Signature:
Kyra Ochoa (Nov 3, 2023 08:20 MDT)

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

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203406 Procurement # (RFP/ITB# If any): _____

Contractor: St Elizabeth Shelters

Procurement Method: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Provide a navigator to offer adults ages 18+ assistance to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene and referral services to meet longer term needs.

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☑

Term Start Date: 12/13/2023 Term End Date: 6/30/2025 Total Contract Amount: $286,500.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: Contract

1.b Amendment #: Amendment No. 2 to Service Agreement to the Original Contract/Lease # 22-0348

Increase/(Decrease) Amount $: N/A

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

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

Amendment No.1 Decrease he number of individuals served to meet the requirements of services provided

3. Procurement History: RFP converted to contract #3203406

JoAnn Lovato Montaño — Nov 22, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: Secured via RFA

4. Funding Source: Contract amendment does not affect original compensation **Org / Object:** N/A

N/A

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Justin Gonzales Phone #: 505-955-6752

To be recorded by City Clerk:

Clerk # _____ Email: jmgonzales@santafenm.gov

Date of Execution: _____

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

Item#_____
Munis Contract# 3203406
Original Contract Item# 22-0348
SWPA/GSA/Coop/RFP/ITB #: #22-04-R-RFA

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICES AGREEMENT Contract
ITEM# 22-0348

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE _SERVICES CONTRACT, dated July 28, 2022 (the "Contract"), between the City of Santa Fe (the "City") and St. Elizabeth Shelters. (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 Contract, Contractor has agreed to provide safety net and navigation services ("shelter services") to adults ages eighteen (18) and older in Santa Fe.

B. The Contractor was originally funded to provide safety net services to a minimum of 675 homeless adults and navigation services to a minimum of 225 homeless adults during fiscal years 2023-2026. Contractor has seen a decrease in the total number of individuals served, by about fifty percent (50%). Given these conditions, Contractor has requested a decrease in the required number of homeless adults to which it is required to provide navigation services, and an increase in the reimbursement amount per homeless adult. The number and terms of the safety net services to be provided and program support fee would remain the same.

C. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

_1.__ COMPENSATION.

Article 3, number 01 of the Contract is amended to increase the amount of compensation for navigation services from $500 to $1,000, which is an increase by a total of $500 per homeless adult served, so that Article 3, number 01 reads in its entirety as follows:

01 Provide navigation services to a minimum of 55 homeless adults x $1,000 per year.

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty-six thousand five hundred dollars ($286,500) including New Mexico gross receipts tax.]

CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
St. Elizabeth Shelters

Edward Archuleta
Edward Archuleta (Nov 20, 2023 10:22 MST)
NAME

EXECUTIVE dIRECTOR
TITLE

DATE: Nov 20, 2023
CRS# 02059151009

Registration # 225676

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Rebecca Mnuk-Herrmann (Nov 17, 2023 16:43 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Nov 29, 2023 17:44 MST)

FINANCE DIRECTOR

22400122.510400__

Org. Name/Org.#

ST. ELIZABETH SHELTERS
& SUPPORTIVE HOUSING
A non-denominational community

October 12, 2023

Ms. Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe Community Health and Safety Department
PO Box 909
Santa Fe, NM 87504

Dear Christa,

I am writing to request an amendment to our 2023-2024 HSC Grant (Munis Contract # 3203406). The current deliverables for said grant are the following:

1) Provide navigation services to a minimum of 110 homeless adults x $500 per year
2) Provide safety net services to a minimum of 675 homeless adults x $50 per year

Compensation also includes a 5% program support fee in the amount of $4500 and an additional $2250 to support employee wellness, for a grand total of $95,500.

Over the course of the last several years the number of clients we have served (men, women and children) has been drastically reduced to about half of what it used to be. During the COVID pandemic many potential clients were understandably concerned about being in congregate settings and possibly exposing themselves to the virus. Though the pandemic has subsided, many homeless individuals still have the same fears and reluctance to seek emergency shelter. This has caused our numbers to dwindle drastically, and because of the shortage of affordable housing in Santa Fe, to stay longer until they can find a place to live.

To illustrate this dilemma we left $23,500 on the table last fiscal year and $9500 the year before.

We are therefore proposing that the terms of the contract be amended to provide navigation services to 55 persons at $1000 per person. (FYI -- $1000 per person is the amount we receive in our Santa Fe County navigation grant).

If approved, new contract terms would be:

1) **Provide navigation services to a minimum of 55 homeless adults x $1000 per year**
2) **Provide safety services to a minimum of 675 homeless adults x $50 per year (no change)**
3) **Program support fee remains at 5% and $4500**
4) **Employee support fee remains the same at $2250.**

The total amount of the contract remains the same at $95,500.

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

I hope you agree that this is a fair and equitable solution allowing us to continue our intensive navigation services to homeless individuals.

Please let me know if you have any questions. Thank you for your attention to this matter.

Sincerely,

Edward Archuleta, Executive Director

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 6321 JAGUAR
SANTA FE, NM 87507

CRS Number: 02059151009

Owner: HENRY HUGHES

License Number: 225676

License Type: Business License - Renewable

Issued Date: December 15, 2022

Classification: Business Registration - Standard

Expiration Date: December 15, 2023

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE , NM 87501

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2019-01 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2491235	12/14/2022	12/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PHPK2491235	12/14/2022	12/14/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.129	01/05/2023	01/05/2024	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

RE: 3007 S. St. Francis Drive Santa Fe, NM 87505

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item# 23-0147
Munis Contract# 3203406

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 22-0348

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICES AGREEMENT, dated July 27, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and St. Elizabeth Shelters. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net and navigation services to adults ages 18 and older in Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3. number 01 and 02 of the Agreement is amended to read as follows:

Deliverable item:	Price
01 Provide navigation services to a minimum of 110 homeless adults x $500 per year.	
02 Provide safety net services to a minimum of 675 homeless adults x $50 per year.	

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $2,250 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty-six thousand five hundred dollars ($286,500) including New Mexico gross receipts tax.]

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 17, 2023

CONTRACTOR:
St. Elizabeth Shelters
Edward Archuleta
Edward Archuleta (Feb 27, 2023 09:03 MST)
NAME

Executive Director
TITLE

DATE: 02/27/2023
CRS# 02059151009

Registration # 225676

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 27, 2023 08:18 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 17, 2023 18:16 MDT)

EMILY OSTER, FINANCE DIRECTOR
2400122.510400 AH
Org. Name/Org.#

City of Santa Fe, New Mexico
Memorandum

DATE: March 7, 2023

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Andy Hopkins, Budget Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: Christa Hernandez, Youth and Family Services Program Manager CH

ITEM AND ISSUE:
Request for the approval of Amendment No. 1 to the Human Services Committee funded item # 22-0348 in the Total Amount of $286,500.00 for navigation services to homeless adults ages 18 and older; to amend the Scope of Services for navigation services. (Christa Hernandez, Youth and Family Service Program Manager, chernandez@santafenm.gov, 505-955-6728).

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

St. Elizabeth Shelters was funded to provide safety net (shelter services) to a minimum of 675 homeless adults and navigation services to a minimum of 225 homeless adults during fiscal years 2023-2026. Over the past several years, St. Elizabeth Shelters has seen a decrease in the number of men, women and children seeking services provided by the organization. This number has reduced to approximately half of the numbers served in prior years.

Navigation and safety net services are being provided to adults despite the overall lower number of individuals seeking emergency shelter services. A few of the challenges experienced by St. Elizabeth Shelters are individuals being concerned about being in a congregate setting during a pandemic due to the possible exposure to COVID-19 and the public safety requirement for individuals seeking emergency shelter to be fully vaccinated against COVID-19.

Given these challenges, St. Elizabeth Shelters has requested a contract amendment to decrease the number of individuals to be served with navigation services to 110 homeless individuals at a reimbursement rate of $500 per person and increase the employee wellness amount to $2,250 to support the 42 staff employed by St. Elizabeth Shelters.

The Human Services Committee approved the contract amendment request on February 21, 2023.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division. Contracts end June 30, 2025.

The contract was fully executed on July 27, 2022.

CONTRACT NUMBER:
The FY23 Munis contract number is 3203406.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Services Fund/Fund 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and Youth and Family Services Division respectfully request your review and approval.

Signature:

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

Signature: Kyra Ochoa (Mar 7, 2023 17:37 MST)

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

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelters

Procurement Title: Amendment No. 1 to Contract 3203406

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

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

Department Requesting Community Health & Safety Staff Name Melissa Perea

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Melissa Perea	Contracts Administrator	03/08/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Mar 13, 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 contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203406

Contractor: St. Elizabeth Shelters

Description: Amendment No. 1 to Contract # 3203406 to amend Scope of Services for Navigation Services

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: When signed Term End Date: 06/30/2025

☐ Approved by Council Date: _____

Contract / Lease: Professional Service Agreement

Amendment # 1 to the Original Contract / Lease # 22-0348

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Scope of Services for Navigation Services

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

3. Procurement History: NA

Purchasing Officer Review: Date: Mar 13, 2023

Comment & Exceptions: original contract secured via RFA

4. Funding Source: 240 Org / Object: 2400122/510400

Andy Hopkins Mar 10, 2023 16:23 MST

Budget Officer Approval: Date: Mar 10, 2023

Comment & Exceptions: ---

Staff Contact who completed this form: Melissa Perea Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ST. ELIZABETH SHELTERS & SUPPORTIVE HOUSING

A non-denominational community

January 27, 2023

Ms. Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe Community Health and Safety Department
PO Box 909
Santa Fe, NM 87504

Dear Christa,

I am writing to request an amendment to our 2022 – 2023 HSC Grant (Munis Contract # 3203406). The current deliverables for said grant are the following:

1) Provide navigation services to a minimum of 225 homeless adults x $250 per year
2) Provide safety net services to a minimum of 675 homeless adults x $50 per year

Compensation also includes a 5% program support fee in the amount of $4500 and an additional $1000 to support employee wellness, for a grand total of $95,500.

Over the course of the last several years the number of clients we have served (men, women and children) has been drastically reduced to about half of what it used to be. During the COVID pandemic many potential clients were understandably concerned about being in congregate settings and possibly exposing themselves to the virus. Though the pandemic has subsided, many homeless individuals still have the same fears and reluctance to seek emergency shelter. Adding to this is our public-safety requirement that emergency-shelter clients be fully vaccinated for COVID, and many, for whatever reason, refuse to do so. This combination has caused our numbers to both dwindle drastically and, paradoxically, to having the clients who do stay with us present far more issues and complications than previously, necessitating greater levels of care and services. Needless to say, our staff is more stressed than before.

Because of this, we are proposing that the terms of the contract be amended to provide navigation services to 110 persons (instead of the original 225) at $500 per person. The number and terms of the safety net and program support fee would remain the same. However, the amount of the employee wellness support would increase to $2250.

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

If approved, new contract terms would be:

1) **Provide navigation services to a minimum of 110 homeless adults x $500 per year**
2) **Provide safety services to a minimum of 675 homeless adults x $50 per year**
3) **Program support fee remains at 5% and $4500**
4) **Employee support fee increases to $2250**

The total amount of the contract remains the same at $95,500.

I hope you agree that this is a fair and equitable solution allowing us to continue our now more intensive navigation services to a lesser number of more challenged individuals.

Please let me know if you have any questions. Thank you for your attention to this matter.

Sincerely,

Edward Archuleta, Executive Director

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 6321 JAGUAR
SANTA FE, NM 87507

CRS Number: 02059151009

Owner: HENRY HUGHES

License Number: 225676

License Type: Business License - Renewable

Issued Date: December 15, 2022

Classification: Business Registration - Standard

Expiration Date: December 15, 2023

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE , NM 87501

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2023

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PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 2019-01** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2491235	12/14/2022	12/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS	X		PHPK2491235	12/14/2022	12/14/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.129	01/05/2023	01/05/2024	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

RE: 3007 S. St. Francis Drive Santa Fe, NM 87505

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item# 22-0348
Munis Contract# 3203406

CITY OF SANTA FE
SERVICE AGREEMENT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [an emergency shelter provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.

B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.

C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.

D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.

F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.

G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.

H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.

I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.

K. Agrees to work with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.

B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.

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

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

3. **Compensation**

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

Deliverable item:	Price
01 Provide navigation services to a minimum of 225 homeless adults x $250 per year.	
02 Provide safety net services to a minimum of 675 homeless adults x $50 per year.	

Compensation for safety net and navigation services shall not exceed [$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [$4,500] and an additional $1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars ($286,500) 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 June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Agreement: Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager

500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: St. Elizabeth Shelters

804 Alarid Santa Fe, NM 87505 director@steshelter.org

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: St. Elizabeth Shelters

804 Alarid Santa Fe, NM 87505 director@steshelter.org

42. **Succession**

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

43. **Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

44. **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.

45. **Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure**

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

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY DEPARTMENT may perform a site visit to contracted sites to review

programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

A. Total Amount of funds received; Amount of funds received that were expended for programs; Number of adults served (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B. **Fiscal Year Biannual Calendar:**	**Reports Due:**
Report 1: July-December	January 15th
Report 2: January-June	July 15th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: Jul 28, 2022

CONTRACTOR:
St. Elizabeth Shelters

NAME:

TITLE: Executive Director

DATE: 5/25/22

CRS# 02-059151-00-9
Registration # 225676

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 07/27/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 24, 2022 16:45 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 28, 2022 16:16 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

2400122/510400 AH
AH
Human Services/Grants and Services
Org.Name/Org.#

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

TO: **Alan M. Webber, Mayor and City Council**
Quality of Life and Finance Committee

VIA: **Alexis Lotero, Acting Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director
Julie Sanchez, Youth and Family Services Division Director

FROM: **Christa Hernandez, Youth and Family Services Program Manager**

ITEM AND ISSUE:
Request for the Approval of a Service Agreement in the Total Amount of $286,500.00, inclusive of NMGRT, over three years to St. Elizabeth Shelters to provide navigation and safety net services to homeless individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:
The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents.

Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

The Committee works cooperatively with the Community Health and Safety Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

City of Santa Fe, New Mexico

memo

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:
The FY23 MUNIS contract number is: 3203406

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelters

Procurement Title: RFA #22-04-R-RFA

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

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

Department Requesting Community Health & Safety Staff Name Christa Hernandez

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:

Christa Hernandez	Youth and Family Services Program Manager	05/26/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
JoAnn Lovato JoAnn Lovato (Jun 22, 2022 15:19 MDT)	Contracts Supervisor	Jun 22, 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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203406**

Contractor: **St. Elizabeth Shelters**

Description: **Human Services Committee funded adult services FY23-26**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **07/01/2022** Term End Date: **06/30/2025**

[☐] Approved by Council Date: _____

Contract / Lease: **FY23-26 Human Services Committee recommended services.**

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)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 15:33 MDT)

Purchasing Officer Review: Jun 22, 2022 Date:

Comment & Exceptions: Original agreement secured via RFA

4. **Funding Source:** **Human Services/Grant and Services** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Jun 22, 2022 16:06 MDT)

Budget Officer Approval: Jun 22, 2022 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa Perea** Phone # **(505) 955-6826**

Email: **maperea@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: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 6321 JAGUAR
SANTA FE, NM 87507

Owner: HENRY HUGHES

License Number: 225676

Issued Date: December 15, 2022

Expiration Date: December 15, 2023

CRS Number: 02059151009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE , NM 87501

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2019-01 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2491235	12/14/2022	12/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS	X		PHPK2491235	12/14/2022	12/14/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	11253.129	01/05/2023	01/05/2024	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

RE: 3007 S. St. Francis Drive Santa Fe, NM 87505

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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St.Elizabeth Sheters Amendment 2 packet

Final Audit Report 2023-11-30

Created:	2023-11-22
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIH7Xr-Uy6yGmaJJl0RFQ0SZpGiT2G-D8

"St.Elizabeth Sheters Amendment 2 packet" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2023-11-22 - 11:01:49 PM GMT

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2023-11-22 - 11:13:10 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-11-22 - 11:57:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-11-23 - 0:00:04 AM GMT

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-11-23 - 0:01:28 AM GMT - Time Source: server

Document emailed to ekoster@santafenm.gov for signature
2023-11-23 - 0:01:34 AM GMT

Email viewed by ekoster@santafenm.gov
2023-11-30 - 0:39:54 AM GMT

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-11-30 - 0:44:19 AM GMT

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-11-30 - 0:44:21 AM GMT - Time Source: server

Agreement completed.
2023-11-30 - 0:44:21 AM GMT

City of Santa Fe New Mexico
Memorandum

Date: **November 27, 2023**

To: **Finance Committee**
Quality of Life Committee
Public Works & Utilities Committee
Governing Body

Via: **Rich Brown, Director, Community Development Department** Richard Brown
Karen Iverson, Director, Metropolitan Redevelopment Agency karen iverson
karen iverson (Nov 27, 2023 15:35 MST)
Regina Wheeler, Director, Public Works Regina Wheeler
Regina Wheeler (Nov 29, 2023 08:22 MST)

From: **Lee Logston, Asset Development Manager, Metropolitan Redevelopment Agency** Lee Logston

RE: **Approval of a Budget Adjustment Resolution (BAR) for Midtown Infrastructure**

ITEM AND ISSUE:
The City of Santa Fe received approximately $14,250,000 of unanticipated gross receipts tax (GRT) revenue during FY 2023. The Mayor has proposed that $800,000 be used for infrastructure master planning at the City's Midtown Site. The Community Development Department requests approval of a Budget Adjustment Resolution (BAR) in the amount of $800,000 from unanticipated GRT to Midtown Capital Improvement Fund.

BACKGROUND AND SUMMARY:
The City is actively pursuing redevelopment of the Midtown Site. The City needs to contract with qualified engineering firms to assist with key spine infrastructure design and planning for water, wastewater, electricity, and stormwater. Additionally, subdivision of the land is necessary to define road rights-of-way and to create new parcels for redevelopment. The City is contracting with qualified outside engineers to perform this work and has identified approximately $800,000 funding needed by the end of the fiscal year.

ACTION REQUESTED:
Staff recommends approving the BAR in the amount of Eight Hundred Thousand ($800,000).

ATTACHMENTS:
BAR Form

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Development & Public Works	11/20/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Midtown Infrastructure Planning - WIP Design	5250610	572960	MTC245250D	800,000	
Capital Transfer from General Fund (Asset Management)	1000220	760525		800,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer to Midtown CIP	5250610	660100		(800,000)	
				$ 800,000	$ -

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

Use of prior year Gross Receipts Tax (GRT) earned in excess of budgeted estimates to support infrastructure planning at Midtown

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(800,000)
TOTAL:	**(800,000)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Lee Logston	11/20/2023	Alexis Lotero (Nov 28, 2023 13:10 MST)	Nov 28, 2023
Prepared By *{print name}*	Date	Budget Officer	Date
Johanna Nelson	Nov 27, 2023	N/A	
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Richard Brown	Nov 27, 2023	N/A	
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico
Memorandum

Date: **November 27, 2023**

To: **Governing Body**

From: **Lee Logston, Asset Development Manager, Office of Economic Development**

Lee Logston
Lee Logston (Nov 27, 2023 10:38 MST)

CC: **Rich Brown, Director, Community Development**

Richard Brown

Karen Iverson, Director, Metropolitan Redevelopment Agency

Karen Iverson (Nov 27, 2023 11:00 MST)

RE: **Request for Approval to enter into an Exclusive Negotiation Agreement with LiveArts Santa Fe ("LiveArts Santa Fe") to negotiate terms for land and building disposition and Redevelopment of the Midtown Performing Arts Center pursuant to the City's Request for Proposals #23/16/P.**

EXECUTIVE SUMMARY:
Request for Approval to enter into an Exclusive Negotiation Agreement (ENA) with LiveArts Santa Fe ("LiveArts Santa Fe") to negotiate terms for land and building disposition and redevelopment of the Midtown Performing Arts Center pursuant to the City's Request for Proposal #23/16/P. The ENA, if approved, will allow the City of Santa Fe to negotiate terms for land and building disposition and redevelopment of the Midtown Performing Arts Center pursuant to the City's Request for Proposal #23/16/P, and in accordance with the Midtown Master Plan and Midtown Community Development Plan.

BACKGROUND:
Pursuant to Resolution #2022-12, the City of Santa Fe pursued master planning of the Midtown Site. The Midtown Master Plan was adopted by the Governing Body on November 30, 2022 (Resolution #2022-68), and the Midtown Community Development Plan was adopted on January 25, 2023 (Resolution #2023-5). Also pursuant to Resolution #2022-12, the City of Santa Fe released a Request for Proposals (RFP) for the Greer Garson Theatre as the Redevelopment of the Midtown Performing Arts Center (RFP #22/17/P) on December 1, 2022.

LiveArts Santa Fe responded to RFP #23/16/P with a proposal on March 2, 2023. Pursuant to the RFP, the City established an unbiased Evaluation Committee to review and rank RFP Submission Packages based on points related to Evaluation Factors provided in the RFP. LiveArts Santa Fe provided written responses to questions from the Evaluation Committee on April 14, 2023, and an oral presentation to the Evaluation Committee on April 20, 2023. Based on the review of the Offeror's RFP Submission Package, the Evaluation Committee determined that the Offeror demonstrated experience, qualifications, and capacity to implement the Scope of Work and achieve the vision and goals articulated in the RFP related to the development and operation of the Project.

The Parties desire to enter this ENA, of mutually acceptable terms, provisions, and conditions to establish the terms for the disposition and development of the Project Parcel from the City to the Offeror for the redevelopment and operation of the proposed Project, which shall be pursuant to, and the subject of, a Disposition and Development Agreement ("DDA") between the Parties, which shall be an outcome of the predevelopment due diligence tasks, studies, reports, investigations, plans, and other due diligence activities associated with this ENA.

ACTION REQUESTED:
The Evaluation Committee respectfully recommends that the Parties enter negotiations for the conditions, terms, and scope of work of an Exclusive Negotiations Agreement (the "ENA" or "Agreement") to be considered for approval by the City's Governing Body.

ATTACHMENTS:
Draft ENA
Summary of Contracts
Procurement Checklist
Certificate of Insurance
Business Registration
RFP #23/17/P and Amendments

Org 5256175
Object 471400

MIDTOWN SITE DEVELOPMENT

EXCLUSIVE NEGOTIATION AGREEMENT

This Exclusive Negotiation Agreement is entered into this ____ day of _____, 2023 by and between the City of Santa Fe, a municipal corporation ("City"), and the selected Offeror, Live Arts Santa Fe, ("LASF" or "Offeror") organized under the laws of the State of New Mexico, together, the Parties ("Parties").

I. RECITALS

WHEREAS, the City owns certain real property comprising approximately 64-acres of land and buildings known as the Midtown Site (the "Midtown Site") at 1600 St. Michaels Drive, Santa Fe, NM 87505, as illustrated in **Exhibit A: Project Parcel**; and

WHEREAS, the City desires that the Midtown Site be redeveloped pursuant to the "Midtown Redevelopment Plans", which are comprised of the Midtown Master Plan (the "Master Plan") and the Midtown Community Development Plan (the "Community Development Plan"), approved by the City's Governing Body on November 30, 2022, Resolution 2022-68, and January 25, 2023, Resolution 2023-5, respectively; and

WHEREAS, the Midtown Redevelopment Plans provide zoning, design and development requirements, standards, and guidelines; and community development policies and priorities that direct and guide all development of the Midtown Site; and

WHEREAS, based on the Community Development Plan - Disposition of City Property and Development of Land at Midtown of, the City is required to select potential developers and operators either using competitive solicitations, often termed "Requests for Proposals"

(“Solicitations”” or “RFP”, respectively) or “direct negotiations” (“Direct Negotiations") to redevelop certain land parcels within the Midtown Site; and

WHEREAS, the City issued a Solicitation for the redevelopment of the Midtown Performing Arts Center (the “Project Parcel”), as illustrated or described in **Exhibit A: Project Parcel**, pursuant to RFP #: 23/16/P (the “RFP”), dated December 01, 2022; for the Redevelopment of the Midtown Performing Arts Center (the “Project”); and

WHEREAS, the Offeror responded to the RFP; and

WHEREAS, a committee reviewed and ranked RFP submission based on the evaluation factors provided in the RFP; and

WHEREAS, the evaluation committee recommended selection of the Offeror based on its evaluation of the RFP responses, which includes the RFP submission dated March 02, 2023, the Oral Presentation dated April 20, 2023, and Request for Clarification responses dated April 14, 2023 (“RFP Response”); and

WHEREAS, based on the review of the Offeror’s RFP Response, the evaluation committee determined that the Offeror demonstrated experience, qualifications, and capacity to implement the Scope of Work and achieve the vision and goals articulated in the RFP related to the development and operation of the Project; and

WHEREAS, the evaluation committee recommended that the Parties enter negotiations for the conditions, terms, and scope of work of this exclusive negotiation agreement (the “ENA” or “Agreement”); and

WHEREAS, based on the Offer’s RFP Response, the City and evaluation committee made additional recommendations regarding certain terms and conditions to be negotiated and included in the ENA, which are included as Exhibits herein; and

WHEREAS, the Parties desire to enter this ENA, comprised of mutually acceptable terms, provisions, and conditions for the predevelopment tasks, studies, reports, investigations, plans, and other due diligence activities for the negotiation of the transfer of the Project Parcel from the City to the Offeror for the development and operation of the proposed Project; and

WHEREAS, such terms shall be included in a Disposition and Development Agreement ("DDA") between the Parties.

NOW, THEREFORE, the Parties agree, as follows:

II. DEFINITIONS

"**Agreement**" means this form of contract or Exclusive Negotiation Agreement.

"**Award**" means the final execution of the contract document or agreement.

"**City**" means the City of Santa Fe, New Mexico, which may act through the City Manager, Governing Body, or their designees.

"**Parties**" means the City and the Offeror, each a party to this ENA.

"**Deliverable**" means a report, document, plans, schedule, budget, or other items to be provided as a product or outcome of a process or activities, such as due diligence tasks.

"**Development Plans**" means a comprehensive package that typically includes a Development Program, Develop Schedule & Phasing Plan, Development Budget and Financing Plan, Site Design and Building Concept Phase Schematic Plans, Due Diligence Reports, and other plans, applications, or documents regarding the development of a specific project.

"**Disposition and Development Agreement**" or "**DDA**" means an agreement entered between the City and an Offeror pursuant to which the City sells or leases property to the Offeror, and the Offeror agrees to develop and operate the property in accordance with the agreement that

includes the terms and conditions for the disposition, design, development, and operation, among other requirements, of the Project.

"**Exclusive Negotiation Agreement**" or "**ENA**" means this Agreement executed by and between the Parties.

"**Good Faith**" means the implied covenant of good faith and fair dealing. "**Non-Disclosure Agreement**" or "**NDA**" an agreement between Parties to maintain confidentiality and not disclose certain proprietary, privileged, confidential, or information otherwise not subject to public disclosure.

"**Performance Benchmarks**" mean a Deliverable or event in a schedule, timeline, or critical path that the Offeror has agreed to achieve in the performance and undertaking of the Scope of Work.

"**Project**" is defined in the Recitals of this Agreement and means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget.

"**Project Parcel**" as generally described in the Recitals of this Agreement, does not include exact boundaries.

"**Scope of Work**" or "**SOW**" means the area in this Agreement where the work to be performed is described.

ARTICLE 1.

PURPOSE

1.1 Statement of Purpose. The purpose of this Agreement is to provide for the preparation of the Development Plans, to be developed by the Offeror and approved by the City,

and the negotiation of the terms and conditions upon which the Parties may enter a DDA for the Project Parcel ("Purpose").

ARTICLE 2.

TERM

2.1 Effective Date. This Agreement shall be effective as of the date of last party signature, below ("Effective Date").

2.2 Initial Term. This Agreement shall commence on the Effective Date and continue for Twelve (12) months. The Initial Term represents the length of time that the Parties reasonably believe will be required to complete the Purpose of this Agreement.

2.3 Extended Term. If the Parties have not executed and delivered a DDA during the Initial Term, then either party may extend the Initial Term of this Agreement for four (4) additional months ("Extended Term"). Together, the Initial Term and any Extended Term are referred to as "Term". A party shall exercise the right to extend the Initial Term by giving written notice thereof to other Party on or before the last day of the Initial Term. The City Manager may extend the Initial Term on behalf of the City.

ARTICLE 3.

CITY RESPONSIBILITIES

During the Term of this ENA, the City has the following responsibilities:

3.1 Exclusive Negotiations. The City shall negotiate exclusively with the Offeror regarding the Project and any DDA relating to the Project, and shall not solicit, market to, or negotiate with any other person, firm, or corporation regarding the Project or the Project Parcel, including the development, sale, or lease thereof.

3.2 Existing Leases and Tenants. If the City considers extending or modifying any tenancy or lease involving the Project Parcel(s), the Parties shall confer before the City modifies the lease terms.

3.3 Good Faith. The City shall act diligently, cooperate reasonably, and negotiate with the Offeror in good faith to carry out the Purpose of this Agreement. Within a reasonable time after request, taking into account the complexity of the information requested, the City shall provide the Offeror with access to the information in the City's possession relevant to the Scope of Work under this ENA, including maps, plats, leases, plans, and other information relating to the Project Parcel and preparation of the Development Plans pursuant to this ENA; provided however, that the City shall have no obligation to provide any information to the Offeror that is privileged, confidential, or otherwise not subject to public disclosure unless the Parties agree to share such information with a Non-Disclosure Agreement.

3.4 Access to Project Parcel. The City Manager, on behalf of the City, is hereby authorized to enter into an Access License Agreement with Offeror for the purpose of allowing the Offeror to access the Project Parcel to undertake the Scope of Work, as provided in this ENA. A sample Access License Agreement is included as **Exhibit B.**

3.5 City's Project Team. The City has a project team established to coordinate with Offeror on matters subject to this ENA ("City Project Team"), which may change in the City's sole discretion. The City shall communicate any changes to the City Project Team to the Offeror. The City Project Team at the time of this ENA includes the following individuals:

Name:	Richard Brown
Title:	Director, Department of Community and Economic Development
Role:	Executive Decision-Maker

Name:	Lee Logston
Title:	Midtown Asset Development Manager

	Office of Economic Development
Role:	Project Manager
Consultant	
Name:	Daniel Hernandez
Firm:	PROYECTO
Role:	Midtown Redevelopment Project Manager

ARTICLE 4.

SCOPE OF WORK

During the Term of this ENA, the Offeror shall complete the following scope of work:

4.1 Role and Responsibility. The Offeror shall undertake and perform, at its sole cost and expense, the predevelopment activities described in this Article 4 ("Scope of Work"), including preparing the Development Plans for the Project, including the deliverables generally described below, which shall be submitted to the City during the Initial Term ("Deliverables"). Development Plans shall include, but not necessarily be limited to, a proposed development program; development schedule and phasing plan; development budget and financing plan, and disposition terms. Other Deliverables include due diligence reports, infrastructure plans; site and building plans; master plan land use applications for amendment, if required; development, ownership, and management entity corporate documents; and other documents or plans that may be required for the implementation of the Project.

4.2 Public Infrastructure Improvements and Other Predevelopment Activities Coordination. Offeror shall collaborate to the greatest extent possible with the City to ensure its proposed public infrastructure improvements and other horizontal development activities for the implementation of the Development Plans will be aligned with the City's planning, design, and construction of infrastructure and other public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, the Offeror shall coordinate with the

City regarding the implementation of the Midtown Master Plan on the Project Parcel, including public infrastructure improvements and community improvements, with an objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan, and the management of said improvements.

4.3 Development Plans and Amendments. Development Plans shall be substantially consistent with the proposed project described in the RFP Response. Significant modifications, as determined at the City Project Team's discretion, to the proposed Project shall be requested by the Offeror in writing for City consideration and approval, which shall not be unreasonably withheld, particularly if the requested amendment(s) benefits the Project or the City. Such significant changes would be considered and either approved or denied by the Governing Body. Offeror shall act diligently, cooperate reasonably, and negotiate in good faith with the City to refine the Development Plans to meet mutually agreed upon real estate development, community development, and land development goals, investment objectives, and other goals and requirements described in the Midtown Redevelopment Plans.

4.4 Development Program. Offeror shall prepare a detailed development program for the Project Parcel, for implementation during the DDA period ("Development Program"). The Development Program shall describe all uses within the Project Parcel by phase, including (a) types of uses, such as commercial (type), residential (type, bedrooms, tenure), or other uses, including square footage for each use and building height (height and number of floors/stories); (b) types of exterior spaces, including square footage of open spaces (public and private), easements; (c) horizontal infrastructure, on- or off- site, (d) and, other site improvements.

4.5 Development Schedule and Phasing Plan. The Development Plans shall prepare a detailed Schedule and Phasing Plan for the Project ("Schedule and Phasing Plan"). The Schedule

and Phasing Plan shall provide a timeline for implementing the entire Development Program by phase, including (a) the specific activities to be undertaken in each phase of the Project; and, (b) the projected date of commencement and completion of each activity with critical benchmarks (the "Performance Benchmarks") at each phase, including benchmarks for securing financing for the proposed Project.

4.6 Development Budget and Financing Plan. Offeror shall prepare a detailed development budget and financing plan for the implementation of the Development Program ("Development Budget and Financing Plan"). The Development Budget and Financing Plan shall provide the sources and uses (all projected sources may be listed by name of lending or investing institution, government agency, foundation, or donor, if known) for implementing the entire Development Program by phase, including total development costs for completing the project and a breakdown of cost for each phase, specifying the projected cost of each component of each phase, including, but not limited to, the costs of infrastructure, adaptively reusing existing buildings, any new construction, open space, infrastructure, and public right of ways.

4.6.1 Capital Campaign Plans. For development proposals that include financing with charitable contributions from donors, foundations, corporations, and other entities, as well as grants, loans, tax credits, or other public related investments from governmental agencies or other funding sources, to financially support the proposed development, Offeror shall prepare a detailed capital campaign indicating, at a minimum, the following: feasibility study; board of directors, committees, and leadership; implementation plan; key marketing and communications statements; approach and outreach plan; and schedule with benchmarks.

4.6.2 Predevelopment Budget and Secured Financing Prior to DDA. Offeror shall prepare or refine proposed budgets contained in the RFP Response, including a

financing plan to raise development capital for all predevelopment activities prior to construction. If phased development is proposed, the Offeror shall prepare a financing plan for phase one. A total of 100% of the financing must be secured for phase one of the Development Plans as indicated by executed preliminary or final commitment letters from financial sources prior to executing the DDA. In addition, the Offeror shall develop a detailed capital raise plan, with risk analysis, for the remaining financing, as well as for construction to fund project completion. The City, at its sole discretion, will consider entering into a temporary lease or interim license to use areas of the Project Parcel for which not all financing has ~~not~~ been secured for the purposes of programming, ~~and~~ activating the site, constructing infrastructure, and/or using it for purposes related to the Development Plans.

4.6.3 Operating Budget. For the proposed development, including each building and exterior improvements, Offeror shall prepare or refine proposed budgets contained in the RFP Response, a preliminary operating budget showing expenses and income to ensure the financial stability of the proposed development project, particularly showing levels of affordability, if any, in residential and commercial elements of the Project.

4.7 Property Management. The Offeror shall provide the form of property management to be implemented for each building, exterior improvements, open space, and other Project Parcel improvements. The form of property management may include an agreement with the property management entity indicating, at a minimum, experience, responsibilities for maintenance, management, administrative services, and the initial term of property management services.

4.8 Disposition Pricing and Terms. The Offeror shall prepare a detailed property valuation analysis showing the basis for an estimated fair market value of the Project Parcel, including land and any existing improvements and structures, assuming disposition of the Parcel

in an as-is condition. The Offeror's analysis shall include a comparison between the estimated fair market value and the financial proceeds to the City generated from purchase or lease of the Project Parcel based on the operating income from the Development Program, as well as Project costs associated with horizontal and vertical development and improvements that directly affect property valuation. Offeror shall act diligently, cooperatively, transparently, and negotiate in good faith with the City to refine the property value and the Development Budget and Financing Plan to establish a mutually agreeable price, terms, and conditions for the disposition of the Project Parcel.

4.9 Existing Furniture. Finishes, and Equipment (FF&E) Plan. Offeror shall coordinate with the City to develop a plan (FF&E Plan) for the reuse or disposition of existing furniture, finishes, and equipment (FF&E) that is consistent with the City's regulatory requirements and policies for said FF&E. If possible, FF&E designed specifically for a Project Parcel should be repurposed as part of the Development Program. Offeror shall value and include FF&E in the Development Budget.

4.10 Community Improvements. Offeror shall create a detailed plan describing the strategies that Offeror will use to fulfill the programmatic commitments in Offeror's RFP Response and that will achieve the City's goals as stated in the Midtown Community Development Plan and the RFP. Offeror shall secure Letters of Intent (LOI) from partners that will provide community development program related activities, including, but not limited to those listed in the Offeror's RFP Response. For example, partners may include non-profit, for-profit, and educational partners. Partners in this context do not necessarily include members of the real estate development team providing technical expertise and professional services related to the real estate Development Program. The LOI shall contain, at a minimum, a description of the services that will be provided, the term of service, and the parties responsible for implementing the services.

The LOI shall be on the partner entity's letterhead and signed by an authorizing person of said entity.

4.11 Due Diligence Reports. Offeror shall perform all customary, reasonable, or required professional development due diligence activities relating to the developing and operating the Project, including the preparation and submission to the City of reports and plans regarding site conditions on the Project Parcel, including, if deemed necessary by the City Project Team, survey, geotechnical, civil engineering, environmental, infrastructure, mechanical, electrical, plumbing, and structural engineering ("**Due Diligence Reports**").

4.12 Project Parcel Survey. Offeror shall provide a survey, or coordinate with the City's surveyor, to ensure consistency with the legal description and plat of the Project Parcel that will be conveyed pursuant to the DDA. **Exhibit A**: Project Parcel as defined in this agreement is for planning and study purposes only and not necessarily the exact boundaries of the property to be conveyed in the DDA. The final Project Parcel Survey established in this Scope of Work will determine exact boundaries of the property for disposition pursuant to the terms of the DDA.

4.13 Legal Entitlements and Amendments. If necessary, Offeror shall prepare and submit to the City for review and approval a Memorandum detailing any proposed Amendments to the Midtown Master Plan. In such case, Offeror will provide a schedule for developing and applying for the amendments to the Master Plan, which may occur after approval of the Disposition and Development Agreement.

4.14 Additional Scope of Work. Either party may identify additional due diligence activities to include in the Scope of Work, which shall require approval by the City Project Team at its sole discretion Any agreed upon additional Scope of Work is identified in **Exhibit C**: Additional Scope of Work.

ARTICLE 5.

EFFECTUATING AND IMPLEMENTING THE ENA

5.1 Good Faith Deposit. Within seven (7) days after the Effective Date of the ENA, the Offeror shall wire transfer to the City in the amount of $7,500.00 (seven thousand, five hundred dollars) satisfying the one-time fee pursuant to the RFP ("Good Faith Deposit"). The Good Faith Deposit shall be non-refundable and may be used by the City to perform necessary due diligence activities and analysis during the ENA period with Offeror.

5.2 ENA Schedule. The Offeror's ENA Schedule with Performance Benchmarks, is detailed in **Exhibit D**: ENA Schedule. The ENA Schedule's Performance Benchmarks include the Scope of Work, which is set forth in Article 4. The City's Project Team may approve amendments to the ENA Schedule through written agreement.

5.3 ENA Budget. The Offeror's ENA Budget is detailed in **Exhibit E**: ENA Budget ("ENA Budget"). It includes all deliverables, including Performance Benchmarks for capital funding and cash flow by which each identified funding source and amount shall be secured and available to undertake and complete each activity in the Scope of Work, as set forth in Article 4, and pursuant to the ENA Schedule. The City's Project Team may approve amendments to the ENA Budget through written agreement.

5.4 Developer Team. Offeror's developer team shall prepare the Development and related Deliverables ("**Developer Team**"). The Developer Team shall include, at a minimum, the Offeror's executive decision-maker, senior project manager, and assistant project manager, as follows:

Name:	Joshua Billiter
Title:	Board President Live Arts Santa Fe
Role:	Executive Decision-Maker

Name:	Vaughn Irving
Title:	Executive Director Live Arts Santa Fe
Role:	Senior Project Manager
Name:	NV5
Title:	Project Manager, Consultant NV5
Role:	Project Manager, Consultant

The Developer Team members shall be substantially consistent as identified in the RFP Response, or as otherwise submitting in writing to the City Project Team for review and approval, which shall not unreasonably be withheld.

5.4.1 Development, Ownership, Management Corporate Entities. Offeror shall provide City Project Team with regular updates regarding establishing legal corporate entities and composition of Project governance structures including Project developer, owner, and manager entities for City Project Team's review and approval, which shall not be unreasonably withheld.

5.5 Managing and Reporting ENA Scope of Work.

5.5.1 Regular Progress Reports. Offeror shall submit written progress report to the City's Project Team no less than once monthly, due by the last day of each month, detailing the status, progress, risks, and achievements toward completion of the Scope of Work and each Performance Benchmark ("Progress Reports"). Progress Reports may be used to inform verbal or written updates by the City's Project Team to relevant City departments, City Council Committees, and the City's Governing Body.

5.5.2 Regular Meetings. Offeror's Project Managers and the City Project Team shall conduct meetings or confer by telephone, videoconferencing, email, or in-person, at least bi-weekly to coordinate Scope of Work activities, or more often, as determined by City's Project Team

5.5.3 Public Engagement, Communications, and Hearings. Offeror is responsible for determining the level and type of public engagement necessary to create and inform the Development Plans, and is responsible for implementing public engagement activities, communications, and presentations whether they be to non-profit organizations, media outlets, or other citywide or community groups. Offeror acknowledges and agrees that all costs incurred by the Offeror to undertake public engagement and hearing activities are the responsibility of the Offeror.

5.5.4 Delays and Difficulties. The Parties shall document in writing all delays, difficulties, issues, resolutions, and agreed upon actions and incorporate that documentation into the next regular Progress Report(s).

5.6 Failure to Meet Performance Benchmarks. Offeror may, in advance of failing to meet a Performance Benchmark, notify the City's Project Team in writing and seek to negotiate in good faith an amendment to the Performance Benchmark, which the City Project Team may approve in its sole discretion. Failure to meet a Performance Benchmark is a default and cause for termination of this Agreement pursuant to Article 6 of this Agreement.

5.7 Approvals not Advice. Offeror understands and agrees that the City's Project Team, Governing Body or any City Board or Commission's approval of actions taken by the Offeror in connection with preparing the Development Plans and other Deliverables shall not constitute any advice or recommendation as to the matter approved, and the City shall have no liability to Offeror based upon or proximately caused by any such approval. Offeror further understands and agrees that any such approval, including any review or comments by the any employee or official of the City, or third parties engaged by City, shall not relieve Offeror of the

sole responsibility for developing, performing, and managing all activities within the Scope of Work.

5.8 Right of Entry. During the Term of this ENA, the City Manager may grant the Offeror, including its employees, agents, representatives, consultants, and contractors, the right to enter the Project Parcel for the Purpose of this executing this ENA and the associated Scope of Work in accordance with an Access License Agreement (the "Access License Agreement"), a sample of which is included as **Exhibit B.** This exhibit is a template, and the City Manager may enter an Access License Agreement with the Offeror subsequent to approval of this ENA. No right of entry is granted by this ENA, and any right shall be defined in the Access License Agreement.

5.9 Insurance. Offeror shall, at its own cost and expense, obtain and maintain the insurance coverages described in **Exhibit F** ("**Insurance Requirements**").

5.10 Negotiation of DDA. During the Term of this ENA, the Parties shall negotiate the proposed terms and conditions of a DDA. The DDA will set forth all the terms, provisions, and conditions for the disposition and development of the Project Parcel and development and operation of the Project. The Parties intend that the Development Plans shall be contractual terms of the DDA. The DDA may address matters not addressed in the Development Plans that are significant and relevant to effectuating and implementing the Development Plans described in the DDA.

ARTICLE 6.

TERMINATION OF ENA

6.1 Failure to Pay Deposit. If Offeror fails to timely pay the Good Faith Deposit to the City in accordance with Section 5.1 above, this Agreement shall automatically terminate without further action by either Party.

6.2 Execution of DDA. If a DDA is executed by the Parties relating to all or part of the Project Parcel during the Initial Term or any Extended Term, then this ENA shall terminate upon execution of said DDA with respect to the portion, or all, of the Project Parcel subject to the DDA.

6.3 Discretionary Termination by a Party. If either Party concludes at any time in its sole discretion that (a) the Project is not feasible, or (b) that the negotiations are unlikely to result in the execution of mutually agreeable DDA, then such Party may terminate this Agreement by delivering written notice thereof to the other Party.

6.4 Expiration of Term. Unless sooner terminated as provided in this Article 6, this Agreement shall terminate upon expiration of the Term hereof without further action by either Party.

6.5 Termination for Default. Prior to expiration of the Term of the ENA, the City, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offeror, and Offeror's failure to cure such default within thirty (30) days after notice thereof from the City. Default shall be evidenced by Offeror's failure to timely or satisfactorily perform its material obligations under this Agreement, including Articles 4 and 5, above.

6.6 Force Majeure. The Parties enter this Agreement recognizing that the duty to collaborate, coordinate, and negotiate in good faith and communicate regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible and shall mitigate the damages to the other Party, including the consideration of amendments to this Agreement to allow performance. If amending the Agreement to address the inability to perform is not possible, either Party may terminate this Agreement without further obligations.

ARTICLE 7.

GENERAL TERMS

7.1 Limitation on Effect of Agreement. This Agreement shall not obligate the City or Offeror to enter into a DDA for the disposition or development of the Project Parcel. Offeror understands and agrees that any proposed DDA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion.

7.2 Third Party Expenses. The Offeror acknowledges and agrees that all third party expenses incurred by the Offeror to undertake and complete the Scope of Work, including submitting the Deliverables associated with this ENA, and including procuring and obtaining third party studies, plans, and reports with respect to the Project including, without limitation, all due diligence studies, assessments, and tests, and all land planning and other consulting documents related to the proposed Project, are the sole responsibility of the Offeror.

7.3 Distinction from Regulatory Authority of City. Offeror understands and agrees that this Agreement does not indicate and does not imply that the City, acting as a regulatory or

permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project as contemplated by this Agreement.

7.4 Survival of Terms. All provisions of this Agreement which by their nature should survive the termination or expiration of this Agreement in its entirety shall so survive.

7.5 Limitations on Liability. In any action arising out of, based on, or relating to this Agreement, including but not limited to any action for breach of the ENA, the sole and exclusive remedy of the Offeror shall be the termination of the ENA. In no event shall the Offeror be entitled to the recovery of any damages for any costs or expenses it incurs, any loss from any business opportunity it forgoes, or any amounts it expects to gain, including without limitation any future or potential profits, by reason of this Agreement. In any such action, Offeror shall not be entitled to recover any consequential damages, treble, or punitive damages. In any dispute between the Parties arising out of this Agreement, each party shall bear its own costs and attorneys' fees.

7.6 Waiver of Lis Pendens. It is expressly understood and agreed by the Parties that no *lis pendens* shall be filed by any Party, including any person, firm, or corporation contracting with a Party with respect to this Agreement, including any act, omission or dispute arising from it.

7.7 Exclusive Venue. If an action is filed by either Party arising out of, based on, or in any way relating to this Agreement, the Parties agree that such action shall be filed, and the case tried exclusively in the First Judicial District, County of Santa Fe, State of New Mexico.

7.8 Documents, Records, and Reports.

A. All documents, records, and reports the Offeror provides to or makes available to the City under this Agreement shall be made certifiable to the City. The City shall own all work product created under the ENA for the Project related to reports, assessments,

investigation, and studies of existing building systems, the operations of these existing systems and modifications to existing as-builts. Such work products do not include the intellectual property in the Offeror's, the architect's, the engineer's, the developer's, and developer partners', if any, work products including programming, designs, building modeling, digital and visual materials, marketing/communications materials, renderings, cost estimates, construction methodologies, financing documents, and financial modeling. This provision is intended to protect the City's interest in retaining and using documents and reports regarding the state of the Midtown Site and its land, buildings, infrastructure, including third party reports regarding land and building conditions and land plans; it does not apply to confidential or proprietary records or documents created by, or unique to, the Offeror or its direct development or investment partners. If the Offeror provides such records to the City and considers them to be a trade secret protected by law, then the Offeror shall clearly mark them "confidential".

B. The City is subject to the New Mexico Inspection of Public Records Act ("IPRA"). IPRA generally provides that written documents retained by the City are subject to disclosure upon the request of any third-party, except as otherwise provided in the law.

C. If the Offeror disagrees with a City assessment that a record must be produced pursuant to IPRA, the Offeror shall be responsible, at its sole cost and expense, to take any action required by law to limit or prohibit the disclosure under the IPRA of any documents and records provided to the City under this Agreement.

7.9 No Assignment. The City is entering into this Agreement based upon the Offeror's RFP Response, including the representations therein with respect to the experience, qualifications, and capacity to successfully complete the proposed Project. The City understands that named principals of the Offeror identified in the RFP Response will be personally involved in the

performance of this Agreement. Further, the Offeror understands that but for the direct involvement of Offeror as a corporate entity and the Developer Team identified in the RFP Response, the City would not enter into this Agreement. The Parties therefore agree that the Offeror shall not sell, assign, or transfer any of its rights or delegate any of its duties or obligations under this Agreement to any person, firm, or entity, directly or indirectly, including by a change in the ownership, control, or management of the Offeror without the prior express written consent of the City, which the City may withhold in its sole and absolute discretion.

7.10 Indemnification. Offeror shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability, damages, losses, or costs arise out of, or are proximately caused by any act or omission of the Offeror, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offeror or any third party.

7.11 Relationship of the Parties. Nothing in this Agreement, or in the use of the term "Public-Private Partnership" by any person in connection with or in reference to this Agreement, the Midtown Site, the Project Parcel, or the Project shall make, or be deemed or construed to make, the Parties joint venturers, partners, agents, a joint enterprise, employer and employee, or lender and borrower. Offeror shall have no authority to hire any person as an employee or agent of the

City for any purpose. Neither Offeror nor any of its affiliates, members, directors, officers, employees, agents, representatives, consultants, or contractors shall represent or hold themselves out as an employee, agent, or person or entity acting for or on behalf of the City.

7.12 Real Estate Commission. The Parties each represent that it has not engaged any broker, agent, or finder in connection with this Agreement, including any transaction described herein, and that no commission is due or owing to any person, firm, or entity by reason of this Agreement.

7.13 No Third-Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the Parties, and no other person shall have any right of action under this Agreement.

7. 14 Notices. Any and all notices or other communications required or permitted to be given under this Agreement shall be in writing and either (a) personally delivered, in which case notice shall be deemed given upon receipt; (b) sent by electronic mail, in which case notice shall be deemed given upon the transmission of such email, if transmitted on a business day before 5:00 p.m. Mountain Standard Time (MST), otherwise on the next business day, provided that no error message is received by the sender, and provided further that upon request by the sender of an email, the recipient shall reply confirming receipt of the same; (c) sent via any nationally recognized overnight courier service with provision for proof of delivery, in which case notice shall be deemed given on the next business day after the sender deposits the same with such courier service; or (d) sent via the United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed given on the date of delivery as shown on the return receipt, or the date of the addressee's refusal to accept delivery as indicated by the United

States Postal Service. In any case, all such notices or other communication shall be addressed to the following Parties:

OFFEROR	**CITY**
ADDRESS: LiveArts Santa Fe 1220 Senda Del Valle Unit D Santa Fe, NM 87507 CONTACT/ ATTENTION: Joshua Billiter EMAIL & PHONE NUMBER: Jbilliter@liveartssantafe.org (909) 685-0680 Copy: virving@liveartssantafe.org	ADDRESS: City Hall 200 Lincoln Ave Santa Fe, NM 87501 CONTACT/ ATTENTION: Lee Logston EMAIL & PHONE NUMBER: lrlogsston@santafenm.gov 505-955-6914

Any Party may change the address for notice from time to time by giving notice to the other Party in writing in the manner provided above.

7.15 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without reference to, or application of any of its choice of law provisions.

7.16 Entire Agreement. This Agreement and the exhibits and documents incorporated by reference, including but not limited to the Offeror's RFP Response, constitute the entire agreement of the Parties regarding the subject matters of this Agreement. No prior oral or written understandings or agreements of the Parties shall be of any force or effect. This Agreement shall be modified or amended only in writing, duly executed by the Parties.

7.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by the exchange of electronic facsimile copies,

.pdf, or other electronic image files of counterparts of the signature page, which shall be considered the equivalent of an original signature page for all purposes.

7.18 Conflict of Interest. Offeror represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, that conflicts in any manner or degree with the performance or services required under this Agreement. Recusal from an existing role to avoid a potential conflict is consistent with this representation and warranty. Should a conflict arise, the Offeror will immediately notify the City to determine a resolution.

7.18.1 Offeror further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, § 10-16-1 through 10-16-18.

7.18.2 Offeror's representations and warranties in this Section are material representations of fact upon which the City relies. Offeror shall provide immediate written notice to the City if, at any time during the Term of this Agreement, it learns that any representation and warranty in this Section was erroneous in any material respect on the Effective Date or becomes erroneous in any material respect by reason of changed circumstances.

7.19 Non-Discrimination. Offeror shall not discriminate in any way against any person based on age, sex, race, color, religion, sexual orientation, gender presentation, disability, ethnicity, or national origin in the performance of, or in any activity relating to, this Agreement.

7.20 Authorization to Execute. Persons signing this Agreement represent that they are duly authorized to execute and deliver this Agreement on behalf of the party named herein, and that to the knowledge of such person this Agreement is binding upon such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Exclusive Negotiation Agreement as of the Effective Date.

OFFEROR:

Entity Name: Live Arts Santa Fe

Date: Nov 22, 2023

By: _____

Name: Vaughn Irving

Title: Executive Director

CITY:

City of Santa Fe, New Mexico, a MUNICIPAL CORPORATION OF THE STATE OF NEW MEXICO

Date: _____

By: _____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS,
INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Nov 22, 2023 10:26 MST)

_____

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 1, 2023 10:42 MST)

_____

EMILY OSTER, FINANCE DIRECTOR

EXHIBITS

EXHIBIT A: Project Parcel

EXHIBIT B: Sample Access License Agreement

EXHIBIT C: Additional Scope of Work

EXHIBIT D: ENA Schedule

EXHIBIT E: ENA Budget

EXHIBIT F: Insurance Requirements

EXHIBIT A

PARCEL AREA PLAN

(DEVELOPMENT PARCEL FOR PLANNING PURPOSES ONLY)

The Project Parcel Area Plan generally illustrated and described in this Exhibit A is a study area for planning purposes only for the Offeror to undertake the Scope of Work, including creating the parcel survey and other necessary due diligence activities, as provided in this ENA. The City has not approved the exact boundaries of the parcel area at the time of execution of this ENA. The parties shall cooperate to determine the exact parcel area and boundaries to be used in a DDA.

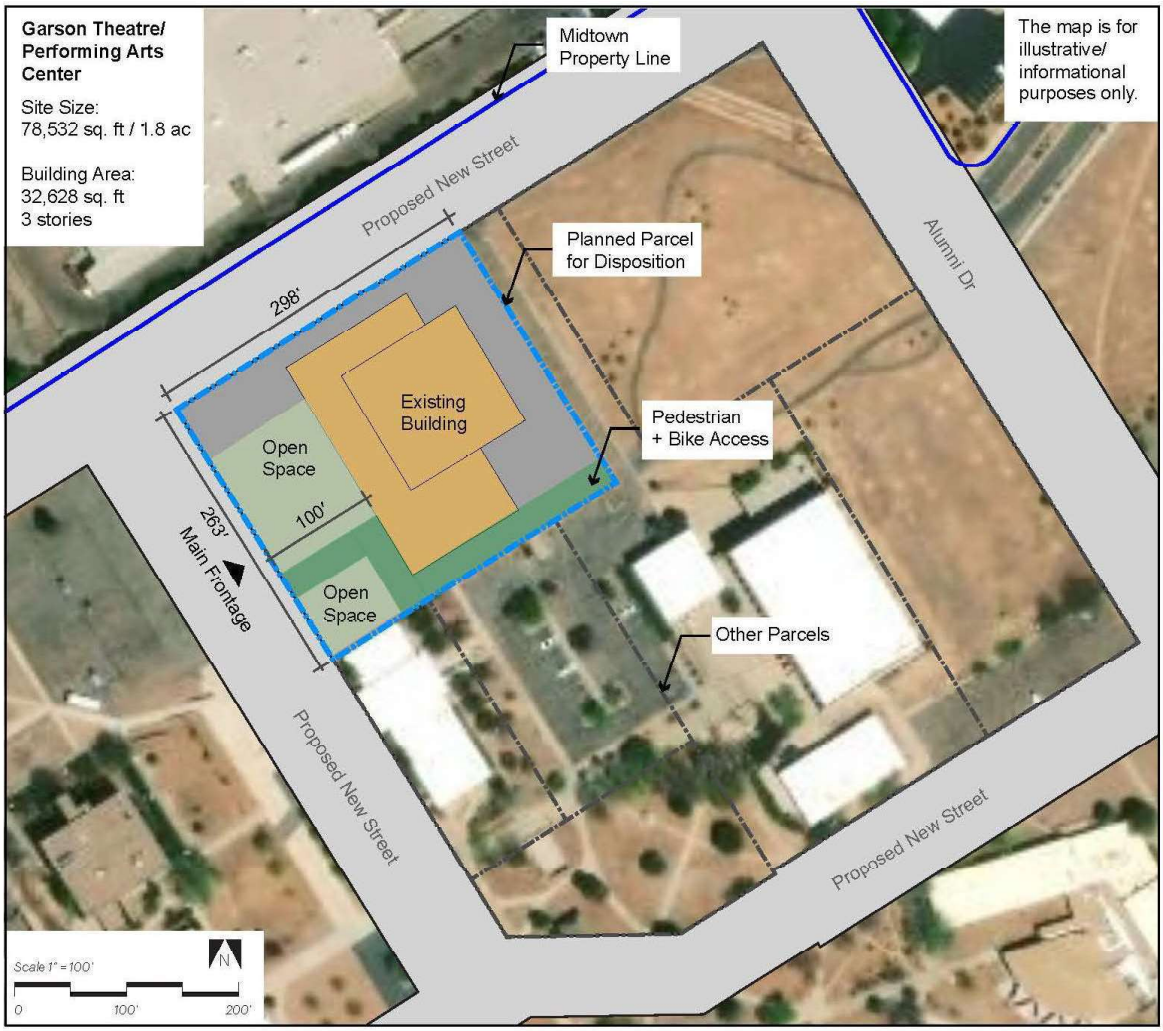

EXHIBIT B

SAMPLE ACCESS LICENSE AGREEMENT

This Access Agreement ("Agreement") is made effective as of the date of the last signature hereto ("Effective Date") by and between the **City of Santa Fe**, New Mexico, a municipal corporation ("**City**", "**Grantor**"), and Live Arts Santa Fe ("**LASF**", "**Grantee**").

Recitals

A. The Grantor owns real property with an address at 1600 St. Michaels Drive located in the City and County of Santa Fe, New Mexico, also known as the Midtown Site ("**Property**").

B. The Grantee is a real estate developer selected to perform a Scope of Work at Property, and more specifically the Project Parcel ("**Parcel**"), both described in the executed Exclusive Negotiation Agreement ("**ENA**") signed by both Parties and dated _____.

C. The primary purpose of this Agreement is to grant access to the Grantee to perform necessary, standard, and professional due diligence activities at the Parcel in furtherance of creating a viable development plan and the terms for the disposition of the Parcel.

D. The Grantor and Grantee are discussing the disposition and conveyance of the Property to the Grantee (the "Transaction"), to allow for the implementation of an approved development plan.

E. As part of such due diligence, the Grantee has requested, and the Grantor has agreed, that the Grantee be allowed to access the entire Property to conduct inspections, assessments, investigations, sampling and testing of the Property and the soils, structures, and improvements thereon, on the terms and provisions of this Agreement.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals, the Transaction, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee covenant and agree as follows:

1. **Grant of Access**. Subject to the terms of this Agreement, the Grantor grants the Grantee a temporary, nonexclusive License for the term hereof under, over, on, and across the Project Parcel for the benefit of the Grantee, its agents, employees, consultants, and contractors and their respective subcontractors at every tier, and all others providing services in connection with the Transaction (the "License").

2. **Access Studies**. Subject to the notice provisions of Section 3 below, the Grantee may use the License for purposes of inspections, diligence, sampling, testing, and invasive and non-invasive studies (collectively, the "Access Studies") of the Project Parcel. The Access Studies may include conducting such tests, feasibility studies, environmental studies, appraisals, investigations, research, assessments, and engineering studies as the Grantee may elect, to determine whether the Project Parcel is satisfactory for the Grantee's contemplated use thereof.

The Grantee agrees that, when possible, the Access Studies will be conducted in a manner so as not to physically damage the Property and shall leave the Property in the condition that existed prior to undertaking said Access Studies. Prior to undertaking any Access Studies, Grantee shall provide the City with evidence, in the form of certificates of insurance and copies of endorsements, documenting that each consultant and contractor procured by the Grantee that enters the Project Parcel shall have reasonable public liability insurance in effect. Notwithstanding anything to the contrary in this Access Agreement, Grantee shall not conduct any invasive third party testing on Project Parcel without giving prior written notice to the City of the specific activity or scope of work to be undertaken including, with respect to any invasive testing, a written plan for such testing, the name of the firm to perform such activity and their qualifications, signed contract between the Grantee and the contractor, and evidence of contractor's required insurance.

2.1. The Grantee agrees that all Access Studies will be conducted in a manner that least disturbs the tenants of and visitors to the Property and does not unreasonably interfere with the usual operation of the Property by the Grantor and its tenants. The Grantor shall cooperate, and will cause its tenants to cooperate, with the Grantee with respect to the Access Studies.

3. **Notice**. Other than incidental access to the Property, the Grantee shall provide notice of its intended access and Access Studies as provided in this Section.

3.1. The Grantee shall provide the Grantor with prior notice of any access onto Property for the purposes of a non-invasive Access Study, which notice shall state the nature, location, and times proposed. Such access and Access Study shall be permitted unless the Grantor responds within two (2) business days after receipt of the notice that the proposed access or Access Study is not convenient, which response will include convenient times at which the Grantee may reschedule.

3.2. The Grantee shall provide the Grantor with at least five (5) business days' prior written notice of any access onto Property for purposes of an invasive Access Study. Such notice shall state the nature, location, and times proposed for such access. The invasive Access Study may proceed upon written approval by the Grantor provided within three (3) business days after receipt of the notice, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. **Repair of Foundation Property**.

4.1. The Grantee shall restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection. The Grantee shall not permit any liens or encumbrances to arise against the Property in connection with or as a result of such Access Studies.

4.2. If any portion of the Property is damaged as a result of the Grantee's Access Studies, the Grantee shall repair or restore the damaged property to substantially the condition that existed immediately prior to such damage and shall pay all costs and expenses associated therewith.

5. **Term**. The License granted herein shall terminate on the first to occur of (i) the parties' declination to proceed with the Transaction, including the termination of any transfer agreement for the Project Parcel, or (ii) the date of closing of the Transaction.

6. **Compliance with Laws**. The Grantee shall comply with all laws, rules, regulations, and orders of federal, state, and local governmental agencies that are applicable to the Property and the Access Studies conducted on or about the Property by or on behalf of the Grantee.

7. **Hazardous Materials**. The Grantee shall refrain from discharging any hazardous wastes or toxic substances on or about any portion of the Property, other than such substances as may be commonly used by qualified persons in connection with the Access Studies, which use shall be subject to the repair obligations described in paragraph 3 above.

8. **Insurance**. As a condition to the exercise of the rights granted herein, the Grantee shall maintain, and cause its contractors entering onto the Property to maintain, the following insurance, and shall provide the Grantor with current certificates of insurance and copies of insurance policies evidencing the required insurance coverages. The policy shall be endorsed to include the City of Santa Fe, as additional insured for all ongoing and completed operations.

9. **Indemnity**. To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Grantor from and against all claims arising out of or related to the Grantee's Access Studies, except to the extent such claims are caused by the negligent acts or omissions of the Grantor or any other tenant of the Property; provided, however, that this indemnity shall not extend to, and the Grantee shall not be liable to the Grantor for, (a) any release of pre-existing hazardous substances arising from the conduct of any investigation or testing of the Project Parcel, or for any diminution in the market value of the Project Parcel resulting from the information disclosed by any such investigation or test, (b) for any negligence or misconduct of the Grantor or any agent, contractor or employee of the Grantor, or (c) any pre-existing conditions on or about the Property.

10. **Miscellaneous**.

10.1. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

10.2. This Agreement may be modified only by a written document signed by both parties. No provision of this Agreement shall be deemed waived by either party unless such waiver is in writing and signed by the party making such waiver. No custom or practice between the parties in connection with the terms of this Agreement shall be construed to modify the Agreement or waive either party's right to insist upon strict performance of the terms of this Agreement.

10.3. The parties acknowledge that this Agreement is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.

10.4. This Agreement shall be interpreted under and governed by the laws of the State of New Mexico. The Parties agree that any action or suit arising from this License shall be brought in the First Judicial District Court of New Mexico. The prevailing party in any action or proceeding arising out of this Agreement shall be entitled to recover costs including reasonable attorneys' fees from the other party.

10.5. The Recitals set forth at the beginning of this Agreement are incorporated herein by reference. The headings of this Agreement have been inserted for convenient reference only and are not to be considered in the construction of any provision hereof.

10.6. This Agreement may be executed in counterparts that together will be a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

Grantee:

Live Arts Santa Fe

Date:_____

By:__SAMPLE ONLY_____

Name: Vaughn Irving

Title: Executive Director

Grantor:

City of Santa Fe, New Mexico

Date:_____

By:__SAMPLE ONLY_____
Name:

Title:

EXHIBIT C

ADDITIONAL SCOPE OF WORK

1. Costume Stock Inventory. In conjunction with the work that Offeror will perform at the Performing Arts Center pursuant to the Agreement, the Offeror shall take an inventory of the costumes and props that were under the ownership of the Performing Arts Department at CSF/SFUAD, and that currently are housed in Building #33, formerly known as "The Den" (the "Items"). The Items from Building #33 will be handled in the same manner and with the same care as if they were stored within the Performing Arts Center. After getting permission from the City, Offeror will work with the City's Office of Arts and Culture to relocate the contents of Building #33 to the Performing Arts Center. Offeror's work pertains exclusively to the Items – *i.e.*, the contents of Building #33 specified above – and not the physical structure itself.

2. Community Engagement Activities. In addition to the scope of work outlined in the Agreement, Offeror shall host a minimum of two community engagement activities at the Midtown Site during the ENA period. These events will be subject to the City's approval of logistics for said activities, including for security, public safety, and access. The engagement activities shall consist of, among other things, events aimed at fostering community awareness, conducting needs assessment initiatives, organizing community feedback events, and hosting fundraising activities.

3. Bandshell and Public Art. Offeror will collaborate with the City's Office of Arts and Culture to assess potentially relocating the bandshell and other public art installations at the Midtown Site. This provision does not obligate Offeror to relocate any particular items. Instead, it grants the Offeror the opportunity to investigate the feasibility of integrating this artwork into the Performing Arts Center's outdoor enhancements.

EXHIBIT D
ENA SCHEDULE

LiveArts' ENA Schedule	Ramp up		Phase 1 (Predesign)			Phase 2 (Schematic Design)			Wrap up Plan
Month	1	2	3	4	5	6	7	8	9
	Jan-2024	Feb- 2024	Mar-2024	Apr-2024	May-2024	June-2024	Jul-2024	Aug-2024	Sep-2024
GENERAL									
Insurance Coverage Begins	X								
Pay $7500 ENA Fee	X								
Project Manager Contract									
ArtSpace Contract									
Autotroph Contract									
Public Awareness Campaign									
FUNDRAISING									
Hire Development Director									
Fundraising Events		X							
Preliminatry Capital Campaign Plan					X				
Final Capital Campaign Plan									X
Quiet Capital Campaign					X				
Secure 50% of Base Funds for CC							X		
Secure 100% of Base Funds for CC									X
Public Campaign Materials Prepared									X
Capital Campaign Launch									
$100,000 Raised				X					
$200,000 Raised								X	
$300,000 Raised									
$400,000 Raised									
Identify 50 Grant Funding Sources		X							
PROGRAMMING									
Site Activation Events		X							
YCP Classes									
YCP Performances						X			X
DESIGN									
As-Built Drawings and Documentation				X					
Site Plan							X		
Floor Plan							X		
Building Systems upgrades Identified							X		
Project scope identified					X				
Project Phasing identified					X				
Initial Developement Budget							X		
Renderings / Marketing / PR Material									X
ENA DELIVERABLES									
DUE DILIGENCE REPORTS									
Survey								X	
Geotechnical						X			
Civil engineering				X					
Environmental				X					
Infrastructure (mech, elec, plumb)						X			
Structural Engineering				X					
Historic Resource				X					
DEVELOPMENT PLANS									
Development Program						X			
Development Schedule & Phasing Plan								X	
Development Budget & Financing Plan								X	

LiveArts Santa Fe ENA Schedule Performance Benchmarks

Date	Benchmark	Category
Jan 31, 2024	LiveArts Corporate Docs Delivered	Schedule
Mar 31, 2024	FF&E Completed	Schedule
Apr 30, 2024	As-Built Drawings and Documentation Complete, Environmental Report Delivered, Infrastructure (mech, elec, plumb) Report Delivered, Historic Research Report Delivered (if required), Civil Engineering Report Delivered (if required), Structural Engineering Report Delivered	Schedule
May 31, 2024	Preliminary Capital Campaign Plan Delivered	Schedule
Jun 30, 2024	Geotechnical Survey Report Delivered	Schedule
Jun 30, 2024	Development Program Delivered	Schedule
July 31, 2024	Development Site Plan and Floor Plan Delivered	Schedule
July 31, 2024	Building Systems Upgrades Identified	Schedule
July 31, 2024	Initial Development Budget Created	Schedule
Aug 31, 2024	Plat Survey Completed	Schedule
Aug 31, 2024	Development Budget and Financing Plan Delivered	Schedule
Aug 31, 2024	Predevelopment Budget Delivered	Schedule
Aug 31, 2024	Development Schedule and Phasing Plan Delivered	Schedule
Aug 31, 2024	Infrastructure Plans Delivered	Schedule
Sep 30, 2024	Final Capital Campaign Plan Delivered	Budget
Sep 30, 2024	Renderings/Marketing/PR Materials Created (Autotroph)	Schedule
Sep 30, 2024	Operating Budget and Strategic Plan Delivered	Schedule
Sep 30, 2024	Amendments to Master Plan Delivered (if needed)	Schedule
Sep 30, 2024	Amended LiveArts Corporate Docs Delivered (if necessary)	Schedule
Oct, 31 2024	Disposition Terms Delivered	Schedule
Oct, 31 2024	Community Improvement Plan and Partner LOI's Delivered	Schedule
Oct, 31 2024	Property Management Plan	Schedule
Nov 30,2024	DDA Terms Finalized	Schedule

ENA Perio
Live Arts Santa Fe - ENA for Developmer
December 2023 to Nove

		Ramp Up	Phase 1 (Predesign)			
Account	**Jan-2024**	**Feb-2024**	**Mar-2024**	**Apr-2024**	**May-2024**	**Jun-2**
Revenue Categories						
Grants	$ 13,750.00	$ 13,750.00	$ 13,750.00	$ -	$ -	$
Fundraising	$ 23,385.00	$ 43,385.00	$ 23,385.00	$ 20,385.00	$ 35,385.00	$ 2
FF&E	$ -	$ -	$ -	$ -	$ -	$
Community Programs	$ -	$ -	$ -	$ -	$ -	$
In-Kind Revenue	$ -	$ -	$ -	$ -	$ -	$
Rental	$ -	$ -	$ -	$ -	$ -	$
Total Income	**$37,135.00**	**$57,135.00**	**$37,135.00**	**$20,385.00**	**$35,385.00**	**$**
Gross Revenue	**$37,135.00**	**$57,135.00**	**$37,135.00**	**$20,385.00**	**$35,385.00**	**$**
Overall Operating Expenses						
Salaries	$ 10,652.01	$ 13,777.01	$ 14,277.01	$ 14,277.01	$ 14,277.01	$ 1
Benefits	$ 1,704.32	$ 2,204.32	$ 2,284.32	$ 2,284.32	$ 2,284.32	$
Development	$ -	$ 2,000.00	$ 100.00	$ 200.00	$ 200.00	$
Marketing	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$ 700.00	$
Info Tech	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$ 120.00	$
Human Resources	$ 1,305.00	$ 705.00	$ 745.00	$ 745.00	$ 745.00	$
Finance	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$ 1,560.00	$
Facilities	$ -	$ -	$ -	$ -	$ -	$
Safety	$ -	$ -	$ 2,670.00	$ -	$ -	$
Community Programs	$ -	$ -	$ 50.00	$ 90.00	$ 90.00	$
Utlities	$ -	$ -	$ -	$ -	$ -	$
Office Supplies	$ -	$ -	$ -	$ -	$ -	$
Dues, Fees & Memberships	$ -	$ 455.00	$ -	$ -	$ -	$
Capital Outlay	$ -	$ -	$ -	$ -	$ -	$
In-Kind Expense	$ -	$ -	$ -	$ -	$ -	$
ENA Expenses	$ 7,500.00	$ 19,272.00	$ 14,272.00	$ 28,272.00	$ 4,272.00	$
Total Operating Expenses	**$23,541.33**	**$40,793.33**	**$36,778.33**	**$48,248.33**	**$24,248.33**	**$**
Total Expenses	**$23,541.33**	**$40,793.33**	**$36,778.33**	**$48,248.33**	**$24,248.33**	**$**
Net Profit	**$ 13,593.67**	**$ 16,341.67**	**$ 356.67**	**$ (27,863.33)**	**$ 11,136.67**	**$**
Cash On hand	**$ 13,593.67**	**$ 29,935.34**	**$ 30,292.01**	**$ 2,428.67**	**$ 13,565.34**	**$ 1**

LiveArts Santa Fe ENA Financial Performance Benchmarks

Date	Benchmark	Category
Feb 29, 2024	Identify 50 Potential Grant Funding Sources	Budget
Apr 30, 2024	$100,000 Raised for Operating Fund	Budget
May 1, 2024	Begin Raising Base Funds for Capital Campaign ($$ TBD)	Budget
May 31, 2024	Preliminary Capital Campaign Plan Delivered	Schedule
July 31, 2024	Initial Development Budget Created	Schedule
July 31, 2024	Secure 50% of Base Funds for Capital Campaign ($$ TBD)	Budget
Aug 31, 2024	$200,000 Raised for Operating Fund	Budget
Aug 31, 2024	Development Budget and Financing Plan Delivered	Schedule
Aug 31, 2024	Predevelopment Budget Delivered	Schedule
Sep 30, 2024	Final Capital Campaign Plan Delivered	Budget
Sep 30, 2024	Secure 100% of Base Funds for Capital Campaign ($$ TBD)	Budget
Sep 30, 2024	Operating Budget and Strategic Plan Delivered	Schedule
Sep 30, 2024	Public Capital Campaign Materials Prepared	Schedule
Oct 2024	Fundraising Gala	Budget
Oct 2024	Launch Public Phase of Capital Campaign	Budget
Oct 31, 2024	$300,000 Raised for Operating Fund	Budget
Oct 31, 2024	Secured Financing	Budget
Dec 30, 2024	$400,000 Raised for Operating Fund	Budget

EXHIBIT F

INSURANCE REQUIREMENTS

EXHIBIT F

INSURANCE REQUIREMENTS

Offeror shall procure and maintain, or cause its subcontractors and subcontractors to procure and maintain the following insurance policies, through the Initial Term and any Extended Term, in the following amounts and with the following terms and conditions:

1.1 Offeror and its consultant and/or subcontractors shall provide to, and for approval of, the City valid duplicate original Certificates of Insurance, along with all endorsements required hereunder , evidencing compliance with all insurance requirements contained in this Agreement, all in form and substance satisfactory to the City. At the City's option, and at its request, Offeror and its Consultants and/or subcontractors shall provide copies of the insurance policies required under this Agreement. Upon the City's request, the Offeror and its consultants and/or subcontractors shall provide City with proof of payment of premiums in full for the current annual period or, if such premiums are financed, evidence that premiums are current. The Offeror and its consultants and/or subcontractors shall be required to provide 30 days prior notice to City of any material changes to the policies, including but not limited to impairment of liability limits that impact the required insurance coverage hereunder.

1.2 Acceptance and/or approval of the insurances herein does not and shall not be construed to relieve Offeror and its consultants and/or subcontractors from any obligations, responsibilities, or liabilities under the Agreement.

1.3 All insurances required by the Agreement shall: (i) be obtained at the sole cost and expense of the Offeror and its consultants and/or subcontractors; (ii) be maintained with insurance carriers properly licensed to do business in all states required by the terms of this Agreement, and acceptable in all respects, to the City; (iii) be "primary" and non-contributing to any insurances maintained by City; (iv) contain a Waiver of Subrogation in Favor of the City (except for Professional Liability Insurance), so that in no event, shall the insurance carriers have any right of recovery against the City or its employees, (v) provide that written notice be given to the City and all additional insureds and certificate holders at least ten (10) days prior to the cancellation, non-renewal or modification of any such policies, which notice shall be evidenced by return receipt of United States certified mail; and (vi) designate the City and any subsidiary, parent or affiliates of the City and its partners, directors, officers, agents, and employees or others or entities designated by the City as additional insureds thereunder (except for Workers Compensation and Employer's Liability insurances and Professional Liability Insurance).

1.4 The Offeror and its consultants and/or subcontractors shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period such coverages are required to be in effect.

1.5 Not less than ten (10) days before the expiration date or renewal date, the Offeror and its consultants and/or subcontractors shall supply the City with updated

replacement Certificates of Insurance, amendatory riders, and endorsements, that clearly evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as provided by the expiring Certificates of Insurance, including all applicable endorsements originally required under this Agreement.

1.6 If the Offeror and its consultants and/or subcontractors shall fail to purchase and maintain, or fail to require to be purchased and maintained, the insurance specified in this Agreement, City may (but shall not be obligated to) purchase such insurance on behalf of the Offeror and its consultants and/or subcontractors and the Offeror and its consultants and/or subcontractors shall reimburse the City for any premiums paid therefor.

1.7 The Offeror and its consultants and/or subcontractors shall select reputable and financially sound insurers acceptable to City to underwrite the required coverages. In all instances, each insurer selected must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

1.8 There shall be no exclusion for damages due to acts of terrorism.

1.9 No act or omission of any insurance agent, broker or insurance company representative shall relieve Offeror and its consultants and/or subcontractors of any of its obligations under this Agreement.

1.10 Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

1.11 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.

1.12 Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

1.13 Offeror will procure and maintain the following insurance with limits of liability not less than specified below.

A. Commercial General Liability Insurance written on a per occurrence basis with coverage as broad as Insurance Services Office (ISO) Form CG 00 01 with a **One Million Dollar ($1,000,000)** per occurrence limit and a **Two Million Dollar ($2,000,000)** general aggregate. This limit may be provided through a combination of primary and umbrella/excess liability policies. Such insurance shall include the following coverages:

1. Premises, Operations and Products/Completed Operations coverage.

2. Products/Completed Operations coverage shall extend for a period of at least thirty-six (36) months after the date of final completion and acceptance by the City of all of Offeror and its consultants and/or subcontractors' work.
3. Contractual Liability coverage for the liabilities assumed under this Agreement.
4. Personal and Advertising Injury Liability.

B. Worker's Compensation, Occupational Disease Benefits, Voluntary Compensation, and Disability Benefits, Defense Base Act, and any other federal and/or state coverages, as required, for not less than the statutory limits, and if applicable, an "Other States Endorsements"; Employers' Liability Insurance or Stop-Gap Employers' Liability Insurance with limits of not less than **One Million Dollars ($1,000,000)** each accident or disease, **One Million Dollars ($1,000,000)** each employee.

C. Comprehensive Business/Automobile Liability Insurance to include uninsured/underinsured and medical payment protection covering any automobile, including owned, leased, hired, and non-owned automobiles, with a combined single limit for Bodily Injury and Property Damage of not less than **One Million Dollars ($1,000,000)** per accident.

D. Professional Liability Insurance covering Errors and Omissions, with limits of liability of not less than **One Million Dollars ($1,000,000)** per claim and $2,000,000 in the aggregate.

Claims-Made Coverage**.** If any coverage is maintained on a claims-made basis (except Commercial General Liability which shall be on an occurrence-based

form), the following shall apply:

(a).The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.

(b). Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

(c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

E. If performing any invasive testing or consulting services relating to any environmental services or handling of hazardous materials, contractors must maintain Pollution Liability coverage with limits not less than $2,000,000 per occurrence or claim and $2,000,000 in the aggregate with commercially reasonable deductibles or self-insurance retention.

1.11 The parties identified below shall be named as additional insureds on the Offeror's policies for all ongoing and completed operations (except for Worker's Compensation and Employer's Liability insurances and Professional Liability Insurance): **City of Santa Fe, and each of the City's officers, agents, employees, and representatives;**

Any present or future mortgagee which encumbers an interest in the land or improvements located at the Property, together with their respective directors, officers, employees or agents, and any successors and assigns of such entities; and

Such other and additional entities and/or individuals as may be identified by Owner to Contractor in writing.

<END OF ENA DOCUEMENT>

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **LiveArts Santa Fe**

Description: **Exclusive Negotiating Agreement**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Contract is for Exclusive Negotiation between the City of Santa Fe and LiveArts Santa Fe for disposition of City property. Agreement is a result of the Evaluation Committee selecting LiveArts Santa Fe from respondents to RFP #23/16/P Redevelopment of the Midtown Performing Arts Center.

3. **Procurement History:** _____

Purchasing Officer Review: Nov 29, 2023 Date:

Comment & Exceptions: This is Real Property.

4. **Funding Source:** _____ **Org / Object:** **5256175/471400**

Budget Officer Approval: Nov 29, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Lee Logston, Asset Dev. Mgr.** Phone # **505-955-5929**

Email: **lrlogston@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: LiveArts Santa Fe

Procurement Title: Exclusive Negotiating Agreement

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ Negotiated

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

Department Requesting Office of Economic Development Staff Name Lee Logston

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:

Lee Logston	Asset Development Manager	11/22/2023
Department Rep Printed Name (attesting that all information included)	Title	Date

	Chief Procurement Officer	Nov 29, 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.

*

8475 E Hartford Drive
Suite #100
Scottsdale,AZ,85255
(480)991-7889
(480)948-1394

Directors and Officers

Proposal Summary

July 18, 2023

Agency:
Brad Davis Farmers Insurance ({DAVB098)
Destany Montoya
422 Old Santa Fe Trail
Santa Fe, NM 87501

Insured:
LIVE ARTS SANTA FE
JOSHUA BILLITER
Proposal Number:
SUB569654-01

Proposed Policy Period: 07/18/2023 to 07/18/2024
Proposed Policy Term: 12 Months
Billing Type: Agency Bill

Company:
GREAT AMERICAN INSURANCE CO

Commission:
10.000000 % of Premium

Based on the information provided we are pleased to offer the attached proposal. Please review the proposal carefully, as the terms and conditions may differ from what was requested. Below is a summary of the premium and any taxes and/or fees. Please refer to the attached proposal for TRIA premium, if applicable. If you have any questions, please contact us.

Denise L Austin
dla@colgen.com
(480)991-7889 x288



Quote For:

LIVE ARTS SANTA FE
SANTA FE, NM 87505

Quote Number – AN3234927

Broker

COLONIAL GENERAL INSURANCE AGENCY
MS DENISE AUSTIN
dla@colgen.com
480-991-7889
P.O. BOX 14770
SCOTTSDALE, AZ 85267-4770

Quote Details

Quoted on 7/18/2023
Policy Form – D16100-G Non Profit (ADMITTED)
GREAT AMERICAN INSURANCE CO.

Lisa M. Leveille
Financial Products Underwriting Manager

Note to the Insured
This coverage, subject to all the terms, conditions and provisions stated herein, can only be bound by an authorized employee of the Executive Liability Division. All premium amounts do not include countersignature fees. These are the responsibility of the producer. This quotation expires 45 days from the date referenced above but in no event later than the policy expiration date. If subsequent to the date of quotation and the Effective Date of the Binder there is a material change in the condition of the Proposed Insured or an event which could materially change the underwriting evaluation of the Proposed Insured, then at Insurer's option, this quotation may be withdrawn. In the event of any conflict or ambiguity between the proposed policy and any statements made concerning this coverage, the proposed policy shall control.

Quote Options

D&O Limit	EPL Limit	Fiduciary Limit	Retentions (D&O / EPL)	Fiduciary Type	Annual Premium
$1,000,000	Shared		$1,000		$1,299
$2,000,000	Shared		$1,000		$1,949
$3,000,000	Shared		$1,000		$2,534
$4,000,000	Shared		$1,000		$2,989
$5,000,000	Shared		$1,000		$3,249
$1,000,000	$1,000,000		$1,000		$1,494
$2,000,000	$2,000,000		$1,000		$2,274
$3,000,000	$3,000,000		$1,000		$2,833
$4,000,000	$4,000,000		$1,000		$3,261
$5,000,000	$5,000,000		$1,000		$3,560

ADDITIONAL PREMIUM OPTIONS

$100,000 Workplace Violence Option	$130
$100,000 Cyber Option	$195
$50,000 Social Engineering Option (requires the additional purchase of the Cyber option above)	$130
$100,000 Shared Crime Limit Option	$347

NON-PROFIT COVERAGE LIMITS /SUBLIMITS OF LIABILITY

FLSA Defense Sublimit	$500,000
Donor Data Loss Crisis Fund Sublimit	$10,000
Additional A-side Limit	$250,000
Terrorism Travel Reimbursement Funds	$50,000
Workplace Violence Counseling Fund	50000
Incident Crisis Fund	$50,000
Telephone Consumer Protection Act Sublimit	$100,000

NOTE: Please refer to Endorsements for additional Limits / Sublimits that may be applicable to the Insured

PRIOR AND PENDING LITIGATION DATES

D&O	Inception
EPL	Inception
Fiduciary	Inception

ENDORSEMENTS

D16057	NOTICE TO NEW MEXICO POLICYHOLDERS - This notice is required by the state of New Mexico It provides you with risk characteristic of your organization which caused your premium to increase or decrease.
D16353	NEW MEXICO AMENDATORY ENDORSEMENT - This is an endorsement which the state of New Mexico requires us to include on this type of policy. The endorsement notes that you can purchase a new limit when buying a discovery period .
D16548	SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS - Law firms are increasingly using the Telephone Consumer Protection Act to target the fundraising activities of nonprofits. We are providing a $100,000 sublimit of coverage for Claims related to this act. The sublimit includes coverage for Costs of Defense and assessed penalties, where insurable.
D16712 (13)	GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT - Congratulations! You qualified to receive the Great American Eagle Endorsement. This endorsement seeks to address exposures that are relevant in an unstable world. Coverage includes 1. Additional A-side Limit. 2. Assistance with Emergency Travel Expenses for a Director or Officer in the event of a terror act. 3. Counseling for employees in the event of a workplace violence act. 4. Reimbursement to pay for a public relations firm in the event of an accident that causes the serious injury or death of 3 or more people. 5. Costs of Defense sub-limit for breach of employment contract claims. 6. 100% Costs of Defense allocation. In addition to other features, this endorsement also makes the Employment Practices coverage (if purchased) primary if another insurer also provides you with such coverage..
D16714 (6)	ABUSE AND MOLESTATION EXCLUSION - Excludes claims involving physical abuse or molestation, as well as allegtions of negligent hiring, retention or reporting relating to such abuse or molestation.
DTCOV	COVERAGE FOR ACTS OF TERRORISM - In accordance with federal law, this endorsement caps certain payments by insurance companies when a certified act(s) of terrorism is in excess of $100 billion occur in a single calendar year.
IL7324	ECONOMIC AND TRADE SANCTIONS CLAUSE - As required by the U.S. Treasury Department, we are prohibited from providing insurance when trade or economic sanctions are applicable.

CONDITIONS

This quotation is subject to the following conditions:

1. Subject to a properly completed Great American Insurance company new business proposal form. If coverage is bound prior to receipt, review, and acceptance of the signed and dated application, a Past Acts Exclusion will be attached to the Policy. Consideration will only be given to removing this exclusion after receipt, review, and acceptance of the signed and dated application.

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

LIVE ARTS SANTA FE
C/O JOSHUA BILLITER
1220 SENDA DEL VALLE APT D
SANTA FE, NM 87507

Date:
09/14/2023
Employer ID number:
92-3708710
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
June 30
Public charity status:
590(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 22, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053636001313

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

The City of Santa Fe
AND
Office of Economic Development

Request for proposals (RFP)

Project
Redevelopment of the Midtown Performing Arts Center

RFP#: **23/16/P**

RFP Release Date: December 1, 2022

Proposal Due Date: February 3, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the following services:

- Develop and operate a arts, education, and cultural hub within the existing Performing Arts Center;
- Procure the necessary project team to finance, renovate, lease, manage property;
- Program events within the Performing Arts Center and the adjacent outdoor spaces;
- Purchase or Master Lease the property through a Disposition and Development Agreement with the City of Santa Fe (City). Note: The City will consider a purchase or lease, whichever benefits the proposed Project and the City, as determined by the City.

The Office of Economic Development is collaborating with the Arts & Culture Department to issue this RFP with the intention to identify the most qualified Offeror to redevelop the iconic Performing g Arts Center into a dynamic, fun, and activated place that contributes to life at the Midtown District Santa Fe. A key City and public objective for the future Performing Arts Center is to help stabilize and enhance community arts and cultural organizations and strengthen the heritage of local arts and culture in Santa Fe and the region, as well as integrate technology and multimedia design into the land uses at Midtown. The Performing Arts Center should be a hub of activity that contributes to life and experiences within the District and represents true perspectives and the unique aspects of Santa Fe.

The Performing Arts Center redevelopment should be a beacon for how strengthening local arts and culture, with performances and entertainment is an economic development tool for stabilizing the richness of Santa Fe's historic communities important to the past, present, and future of the city, as well as a project that will initiate future development. The completed Performing Arts Center should set the stage for the Midtown Site as a place that is welcoming, inclusive, equitable, feasible, and sustainable.

The Performing Arts Center is located adjacent to the Visual Arts Center on the Midtown Site.

B. BACKGROUND INFORMATION

This RFP was created and guided pursuant to the Midtown Moving Forward Resolution approved by the Governing Body (Resolution 2022-12).

A RESOLUTION ADOPTING NEXT STEPS FOR THE REUSE AND REDEVELOPMENT OF THE MIDTOWN PROPERTY INCLUDING APPLYING FOR LAND USE REZONING, GENERAL PLAN AMENDMENT, AND A MASTER PLAN;

ADOPTING A COMMUNITY DEVELOPMENT PLAN; ISSUING CERTAIN REQUESTS FOR PROPOSALS; CONDUCTING CERTAIN STUDIES AND ASSESSMENTS; AND SEEKING THE ACQUISITION OF LAND LOCATED WITHIN OR ADJACENT TO THE MIDTOWN SITE.

The Vision for the Midtown District at the Center of Santa Fe

Through an extensive, dynamic, and inclusive public engagement process, a vision for the future of the Midtown Site lays the groundwork to create a place "*where a wide diversity of people interact and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant neighborhood and city; and create a great future for our community, region and beyond*" (excerpt from the Midtown Planning Guidelines, 2018).

Through the competitive and open RFP process, the City will continue to achieve the vision articulated in the Midtown Planning Guidelines that have guided the Midtown Redevelopment Plans, which may be accessed at: www.MidtownDistrictSantaFe.org . Prioritizing a mixed-use district, with associated land uses, has remained a key desirable use and is continually articulated as a priority throughout the Midtown planning public engagement process to date:

- Mixed-Income Housing – Families, Seniors, Live/Work, Artists
- Film and Multimedia Production with Career Paths
- Higher Education and Learning Environments, including a Public Library
- **Entertainment – Visual and Performing Arts**
- **Arts and Creativity – Makers Space and Community Arts Organizations**
- Business Entrepreneurship – Innovation, Design, Technology
- Family and Community Health Center
- Senior and Early Childhood Care Centers
- Open Space for Programming Local Culture, Arts, and Recreation

- **The Midtown Site**

  Dating back to the mid-1800s, the Midtown Site (Site) has been used for various public oriented purposes, and briefly served as a military hospital during World War II. After the war, the Christian Brothers acquired the previous hospital campus facilities to establish a college campus, which operated until 2009. The City, with a commitment to preserve the civic purpose educational use, purchased the Site and leased it to a private, for-profit university. However, by June of 2018, the university ceased operations and full control of the Site reverted to the City on July 1, 2018.

  The Site's long history as a civic use continues with the City's commitment to creating a new city center in what has become the geographic center of Santa Fe. By August of 2018, the City had held public engagement events, called the Midtown Campus Project, to provide open opportunities for the public to create a vision and concept for the future of the Site. The redevelopment of the Site, and this Project, was informed by other research conducted over the previous several years, including the Re:MIKE for the re-design of the St. Michaels corridor, which culminated in the

Midtown LINC Overlay District (Ordinance 2016-39) to promote a mixed-use, compact, pedestrian friendly district. Other references include: Culture Connects (2016); National Citizens Survey and Pollinating Prosperity Report (2017).
The Midtown Campus Project culminated in the publication of the Midtown Planning Guidelines in August 2018, which continue to guide the vision, goals, and ongoing public engagement efforts to inform and regulate the development of the Site.

- **Midtown Planning Guidelines**
  The Midtown Planning Guidelines (Guidelines) are based on public input and provide key guidance for early projects that define the core shared values and future of Midtown as a civic place – a City Center. Some key values outlined in the Guidelines are:
    - Sustainable Development
    - A City Center
    - Adaptable Infrastructure
    - Catalyze the Midtown LINC Overly

  Some preferred land uses listed in the Guidelines include:
    - Higher Education
    - Housing
    - Film & Emerging Media
    - Arts & Creativity
    - New Business & Innovation

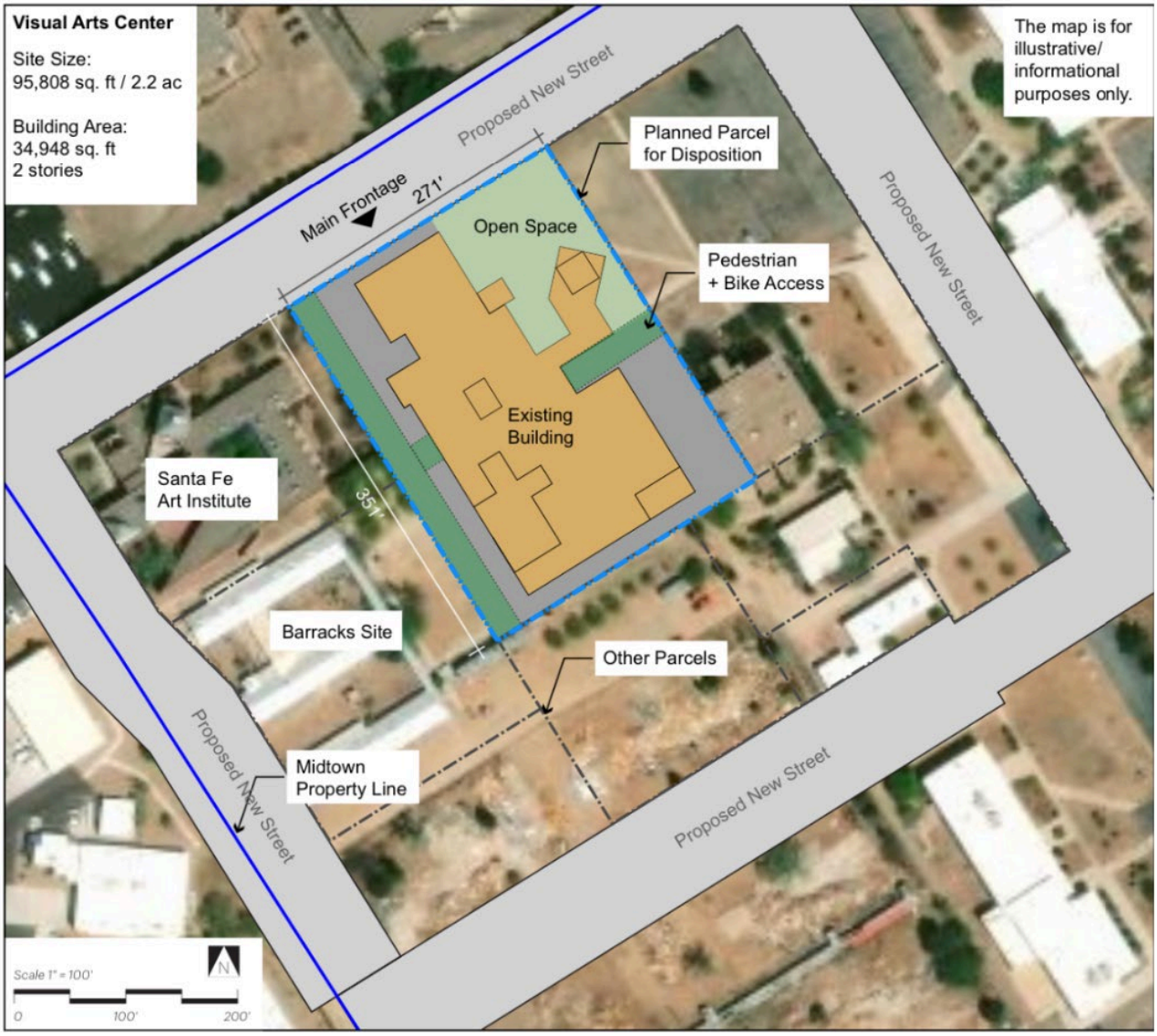
- **The Midtown Performing Arts Center**
  The Performing Arts Center (Performing Arts Center) is a complex with iconic structures and courtyards designed by Phillippe Register. His 1961-1978 projects for the College of Santa Fe included Benildus Hall, the administration building, the Greer Garson Theatre, and the Fogelson Library Center, all of which are planned for rehabilitation and reuse.

  The Garson Theatre was created for a variety of performing arts uses, and it is currently vacant. The buildings have been secured with much of the previous furnishing, fixtures, and equipment intact and are part of this RFP. Buildings systems, including mechanical, electrical, plumbing, and structural (MEPS) are also intact. However, as the buildings have been vacant since 2018, the lack of use has caused varying levels of deterioration. The City seeks a developer and operator with the capacity and experience to rehabilitate the Garson Theatre into a Performing Arts Center modeled after some of the country's successful public theaters, such as the Public Theater, or the Brooklyn Academy of Music, both located in New York City. They are both venues with progressive, public theater that attract a broad audience and performances. In Santa Fe, the programming for the proposed Performing Arts Center should include a focus on a public theatre with programming that attracts and is accessible (economically, language, and equitable access) for all Santa Fe communities. The buildings and outdoor areas will be disposed of in as-is condition.

The City envisions a dynamic performing arts center with a range of indoor and outdoor events, programs, activities, and business hours so that it is a hub throughout the year during the day, evening, and weekends.

The existing Performing Arts Center building: 32,628 Square Feet

- **The Performing Arts Center Parcel**
  See the following attached Parcel Plan for the Performing Arts Center.


Visual Arts Center
Site Size:
95,808 sq. ft / 2.2 ac
Building Area:
34,948 sq. ft
2 stories
The map is for illustrative/ informational purposes only.
Proposed New Street
Main Frontage
271'
Planned Parcel for Disposition
Open Space
Pedestrian + Bike Access
Proposed New Street
Existing Building
Santa Fe Art Institute
351'
Barracks Site
Other Parcels
Proposed New Street
Midtown Property Line
Proposed New Street
Scale 1" = 100'
0
100'
200'


Cerrillos Rd
Osage Ave
Garson
Theater/ Performing
Arts Center
Visual Arts
Complex
St Michael's Dr
Camino Carlos Rey
Llano St
Siringo Rd
HPC

Additional Site Context: A Vision for the Midtown Visual and Performing Arts Center

The City envisions a 21st century Midtown Visual and Performing Arts Center that links the adjacent Garson Performance Theater with the Visual Arts Center into a cultural arts hub in the geography center of Santa Fe.

Concurrent with this Solicitation, the City issued a Solicitation for the redevelopment of the Performing Arts Center and anticipates working through a collaborative effort with the Selected Offerors of both Solicitations to plan for land uses, open space, streets, and circulation to create a dynamic, urban arts center that attracts Santa Feans, visitors, artists, performers, and benefactors, and which strengthen Santa Fe's uniqueness in public arts opportunities and offerings.

The Midtown Visual and Performing Arts Center is envisioned to be a home to resident arts, cultural, technology, and multi-media organizations presenting arts and performances from local communities, the region, nation, and globe, while creating jobs and strengthening the local economy.

C. SCOPE OF PROCUREMENT

The City envisions a redevelopment and operation of the existing Performing Arts Center into a dynamic performance arts hub that will create a mix of arts and cultural, performance and entertainment venue, with a focus on, and relevancy to, local culture, land, people, and history. The center will program music, dance, film, opera, and more stage craft to bring a tapestry of artists from Santa Fe, the region, nation, and globe. The operations will be self-sustaining based upon a model of mixed affordable and market rates. Early arts programming is envisioned to begin bringing people back to Midtown.

D. PROCUREMENT MANAGER

The Office of Economic Development has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name:	Lee Logston, Procurement Manager
Address:	City of Santa Fe, Office of Economic Development 500 Market Street, 2nd Floor Santa Fe, NM 87501
Email:	lrlogston@santafenm.gov

1. **Procurement Manager and Central Purchasing Office.** Any inquiries or requests regarding this Solicitation should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: lrlogston@santafenm.gov
Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

Note: The Procurement Manager shall select the Evaluation Committee for Midtown RFPs, which shall include four city staff members with knowledge relevant to the objectives of the project and scope of work pursuant to the RFP, real estate development, and/or community and economic development; and, three community members with expertise in the subject matter directly related to the RFP with an emphasis on skills is sustainability, equity, arts and culture, and historic preservation. All members of the Evaluation Committee will be required to sign a Confidentiality Agreement and No Conflict of Interest Statement. The City, at its sole discretion, may amend the composition of the Evaluation Committee.

2. **Protest Manager**. Protests of the Solicitation or award must be submitted in writing to the Protest. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and the Solicitation. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

Name: Joann Lovato, Protest Manager
Address: City, of Santa Fe, Purchasing Division (Agency)
200 Lincoln Avenue, Room 222
Santa Fe, New Mexico 87505
Email: jdlovato@santafenm.gov

E. PROPOSAL SUBMISSION

All proposals must be submitted via email to:
purchasing_RFP@santafenm.gov

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

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

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

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

6. "**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.

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

8. "**Confidential**" means confidential financial information concerning Offeror'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: Offeror's submitted Cost 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.

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

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**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.

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

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**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.

16. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

17. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

18. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

19. "**Finalist(s)**" means an Offeror(s) who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

20. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

21. "**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 may result in the rejection of the Offeror's proposal.

22. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

23. "**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 Offeror.

24. **"Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

25. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).

26. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a

budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

27. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this Solicitation) blacked-out BUT NOT omitted or removed.

28. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

29. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

30. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

31. "**Responsible Offeror**" means an Offeror who submits a responsive proposal 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 proposal.

32. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.

33. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

34. "**Selected Offeror**" means the Offeror, or Offerors, with whom the City negotiates upon contract terms for agreement, and is recommended by the Evaluation Committee for Award.

35. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

36. "**State (the State)**" means the State of New Mexico.

37. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

38. "**Submission**" means the act of submitting documentation, or the name of the actual package of documents submitted, in response to a Solicitation.

39. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

40. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of Solicitation, Questions & Answers, Solicitation Amendments, etc.
https://www.santafenm.gov/purchasing/solicitations?category=request-for-proposal

Other relevant links:
www.MidtownDistrictSantaFe.org

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Solicitation contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	**Responsible Party**	**Due Dates**
1) Issue Solicitation (RFP)	Central Purchasing Office	December 1, 2022
2) Pre-Proposal Conference (Site Tour) *Not Mandatory*	Requesting Department	December 13, 2022 11:30am -1:00am *On-site walking tour*
3) Pre-Proposal Conference (Q&A Session) *Not Mandatory*	Requesting Department	December 15, 2022 11:30am -1:00am *Web-based meeting*
4) Acknowledgement of Receipt Form	Potential Offerors	December 16, 2022 3:00 pm
5) Deadline to submit Written Questions	Potential Offerors	December 30, 2022 3:00pm
6) Response to Written Questions	Procurement Manager	January 13, 2023
7) Submission of Proposal	***Potential Offerors***	**February 3, 2023 3:00pm**
8) *Proposal Evaluation	Evaluation Committee	February 15, 2023
9) *Selection of Finalists	Evaluation Committee	February 17, 2023
10) *Best and Final Offers	Finalist Offerors	February 24, 2023
11) *Oral Presentation(s)	Finalist Offerors	February 27 - 28, 2023
12) *Finalize Contractual Agreements (*Exclusive Negotiations Agreement*)	Requesting Department/Finalist Offerors	March 31, 2023
13) *Contract Awards	Requesting Department/ Finalist Offerors	April 12, 2023
14) *Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 8 through 14 are proposed and may be subject to change at the City's discretion without necessitating an amendment to this Solicitation.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue Solicitation (RFP)

This Solicitation is being issued on behalf of Office of Economic Development, City of Santa Fe, on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager at lrlogston@santafenm.gov , to have their organization placed on the Procurement Distribution List. The form must be returned to the Procurement Manager by the time and date indicated in Section II.A, Sequence of Events.

The Procurement Distribution List will be used for the distribution of written responses to questions, and/or any amendments to this Solicitation. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this Solicitation. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the Procurement Distribution List and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to this Solicitation.

3. Pre-Proposal Conference

A Pre-Proposal Conference will be held at the time and date indicated in Section II.A, Sequence of Events.

Site Tours
Location: Midtown Site
Performing Arts Center
Address: 1600 St Michaels Dr, Santa Fe, NM 87505

Questions & Answers Session
City Zoom Video Conferencing:
Join Zoom Meeting
https://santafenm-gov.zoom.us/j/82478938356

Meeting ID: 824 7893 8356
One tap mobile
+12532050468,,82478938356# US
+12532158782,,82478938356# US (Tacoma)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not mandatory for submission of a proposal to this Solicitation.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this Solicitation until the time and date indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions must be clearly labeled and must cite the Section(s) in this Solicitation or other document that form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/purchasing/solicitations?category=request-for-proposal

6. Submission of Proposal

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE AS PER THE FOLLOWING:

VIA EMAIL AT:	Purchasing_RFP@santafenm.gov
NO LATER THAN:	3:00 PM MST/MDT
ON THE DATE INDICATED IN:	Section II.A, Sequence of Events

PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. **The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Solicitation**. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. **Discussions <u>shall not</u> be initiated by the Offerors**.

8. Selection of Finalists

The City reserves the right to select a short-list of Responsible Offerors, and engage with said Responsible Offerors, in a three-phased process leading to the execution of a contract in the form of a Disposition and Development Agreement. The three phases are the (1) Offeror Short-List Phase; (2) the Exclusive Negotiation Agreement Phase with the Selected Offeror; and (3) the Disposition and Development Agreement Phase. Through these phases, the City intends to undertake a process in which the parties engage in a due diligence and negotiation period to ensure the viability of the proposed project, and that the proposed project is in the best interest of the City.

- **Offeror Short-List Phase.** The Offeror(s) on the Short List will be Offeror(s) with high-ranking scores with whom the City seeks to engage in further understanding and clarifying the Offeror(s) proposal and response to the RFP. The Offeror(s) will participate in a presentation and interview phase, in which the City may request additional information from the Offeror(s).

  Exclusive Negotiation Agreement Phase (Negotiation Phase). The Final Contract Award in connection with this RFP shall be pursuant to an Exclusive Negotiation Agreement (ENA) with the Selected Offeror. **THE EXECUTION OF THE ENA IS THE FINAL CONTRACT AWARD RELATED TO THIS RFP.**

The Selected Offeror shall pay to the City a single non-refundable fee totaling seven thousand, five hundred dollars ($7,500). The funds will be used by the City to perform necessary due diligence activities and feasibility analysis during the ENA period with the Selected Offeror.

The ENA will have a term of no more than ten (10) months from the date the Parties execute the ENA to the date the parties enter into a Disposition and Development Agreement (DDA), which may be extended upon approval by the City and pursuant to specific terms that will be stated in the ENA. The ENA will specify the terms, due diligence, feasibility analysis scope of work, and schedule for completing the scope of work, as well as timeframe for finalizing the agreed upon terms for a DDA. If the parties cannot achieve agreement on terms and conditions of the ENA during the Negotiation Period, the City reserves the right to terminate negotiations and start a Negotiation Period with other Offeror(s) who have been ranked for competitive selection.

The commencement of the Negotiation Phase will not represent any obligation or agreement on the part of the City. Obligation will only occur once the parties entered into by a fully executed ENA that has been (i) approved as to form by the City's Legal Department; (ii) approved by the Governing Body after a hearing with due notice; and, (iii) duly executed by the Selected Offeror and the City. If a sale of property is contemplated, a DDA to sell or lease will not be final until the associated ordinance is adopted and the required 45-day referendum period has expired and/or after any referendum against the sale is unsuccessful. See NMSA 1978, Section 3-54-1.

The ENA will indicate the City's intention to dispose of the property, only, with the stated objective of executing a DDA at the culmination of the ENA Term. The terms of a DDA will be informed by the due diligence activities and feasibility assessments performed by the Selected Offeror during the ENA Term. During this term, the Selected Offeror must diligently, competently, and expeditiously comply with all requirements and scope of work pursuant to the RFP and the ENA. Reporting, analysis, and communication requirements from the Selected Offeror to the City related to the scope of work will be identified in the ENA.

If the City or Selected Offeror terminates negotiations either during the Negotiation Period or the ENA Term, whether with or without cause, then neither the City nor the Selected Offeror will have any rights against, or liabilities to, the other, and the Selected Offeror will not be further considered for a future award for this RFP. In addition, the ENA will be terminated if the Selected Offeror does not execute the DDA.

The Selected Offeror will not have permission to enter upon the Site, unless permission is formally granted by the City as a term of the ENA and subject to the

termination section of the ENA. The inclusion of access of the Site, if it occurs, will only indicate that the City has granted permission for the Selected Offeror to enter onto the Site for the limited purposes stated in the scope of work set forth in the ENA, and will not indicate that the City reached any other agreement with the Selected Offeror regarding the Site or the proposed project.

- **Disposition and Development Agreement (DDA) Phase.** At the completion of the ENA due diligence period and upon execution of the DDA, the Selected Offeror shall deposit 20% of the negotiated purchase price or annual lease amount into an escrow account, which shall be applied to the final purchase price or annual lease amount, whichever is applicable. The final purchase price or annual lease amount and all associated transaction fees, and the closing schedule timeframe shall be in the DDA.

  The Selected Offeror will be required to commence construction on the Offeror's proposed project or the initial phase of the development program, as applicable, within twelve (12) months from the date of the execution of the DDA, which may be extended upon approval by the City and pursuant to specific terms that will be stated in the DDA.

- **Disposition and Reuse of Furniture, Fixtures, and Equipment (FF&E).** The buildings within the Arts Center contain furniture and fixtures that are to be maintained with the buildings, as some of these assets were designed by the architect of the Arts Center. In addition, there are various types of equipment that were used for arts and educational purposes. The City has conducted a preliminary inventory of the FF&E, which will be made available to the Selected Offeror to be reviewed and assessed as part of the ENA due diligence.

9. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Solicitation, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Solicitation. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to the Protest Manager as indicated in Section I.D.2, Protest Manager.

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal Form (APPENDIX D), pursuant to the requirements in Section II.C.26.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this Solicitation shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this Solicitation shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this Solicitation. The City entering into a contractual agreement with an Offeror will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The City awarding any resultant contract before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this Solicitation, including proposal prices for services, will be considered firm for three-hundred sixty (360) days after the due date for receipt of proposals.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, **except for proprietary or confidential material** as follows:

a. Proprietary and Confidential information is restricted to:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i shall be submitted containing the blacked-out proprietary or confidential information, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: If applicable, the price of products offered or the cost of services proposed **shall not** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This Solicitation in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This Solicitation may be canceled at any time and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded resulting from this Solicitation process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this Solicitation. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This Solicitation and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this Solicitation shall be used as the basis for the preparation of Offeror proposals.

15. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within the Solicitation. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

16. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, in consultation with the City Attorney's Office, reserves the right to waive minor irregularities, as defined in Section I.F.22. The Evaluation Committee also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

17. Change in Contractor Representatives

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

18. Notice of Penalties

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

19. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

20. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

21. Ownership of Proposals

All documents submitted in response to the Solicitation shall become property of The City. If the Solicitation is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

22. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from the Solicitation 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

23. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

24. Use of Electronic Versions of this Solicitation (RFP)

This Solicitation is being made available by electronic means. In the event of conflict between a version of this Solicitation in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern.

Please refer to:
https://www.santafenm.gov/purchasing/solicitations?category=request-for-proposal

25. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B), as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

26. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **Do not leaver any of the items on the form blank.** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of all amendments to this Solicitation.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

27. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
   a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
   b. violation of Federal or state antitrust statutes related to the submission of offers; or
   c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.

a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer.

28. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

A. **Local Preference Qualification**

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

1. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
2. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

B. **Solicitations above One Million Dollars ($1,000,000)**

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below.

EXCEPTION: Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.
Proposals must be submitted in the manner outlined below. Technical and Schedule and Economic Analysis portions of Offeror's proposal must be submitted in separate uploads as indicated below in this section, and must be prominently identified as "Technical Proposal," or "Schedule and Economic Analysis Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) electronic file upload must be organized in accordance with Section III.C.1. Proposal Format. All information for the Technical Proposal must be combined into a single file/document for uploading. *Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.*

The Technical Proposals must not contain any cost information.

i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit two (2) separate electronic Technical Proposal files, as follows:

- One (1) **unredacted** (def. Section I.F.39) electronic file version of the requisite Offeror's proposal for evaluation purposes; and,
- One (1) **redacted** (def. Section I.F.27) electronic file version for the public file, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions must be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file.

b) **Schedule and Economic Analysis Proposals –** One (1) electronic file upload of the Offeror's proposal containing **ONLY** the Schedule and Economic Analysis Proposal. All information for the Schedule and Economic Analysis proposal must be combined

into a single file/document for uploading. *Multiple electronic files may be necessary if there are issues uploading/attaching PDF files.*

i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit two (2) separate electronic Technical Proposal files, as follows:

- One (1) **unredacted** (def. Section I.F.39) electronic file version of the requisite Offeror's proposal for evaluation purposes; and,
- One (1) **redacted** (def. Section I.F.27) electronic file version for the public file, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions must be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file.

The ELECTRONIC proposal submission must be, as follows:

Email: purchasing_RFP@santafenm.gov
Date: **As indicated in Section II.B.6., Submission of Proposal**

Submissions cannot be password protected and must be either PDF or Word format. Ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE PROPOSAL SUBMISSIONS SHALL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Solicitation and this Section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as indicated in this Section.

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and

indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Proposal Content and Organization

Technical Proposal *(File/ Binder 1)*:

A. **Preface**
   1. Letter of Transmittal Form
   2. Table of Contents
   3. Proposal Summary

B. **Technical Specifications**
   1. Organizational Experience
   2. Organizational References
   3. Oral Presentation – Acknowledgement and Agreement Statement
   4. Mandatory Specification
   5. Desirable Specification

C. **Business Specifications**
   1. Financial Stability (Financial information considered confidential, as defined in Section I.F.8. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i and Section III.B.2.a.i.).
   2. Campaign Contribution Form
   3. Local Preferences

D. **Other Support Material** (if applicable)
   Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal.

Do not include any Schedule and Economic Analysis Proposal information in the Technical Proposal. Said information shall be included in the Schedule and Economic Analysis Proposal (File/ Binder 2)

Schedule and Economic Analysis Proposal *(Binder 2)*:

A. Narrative of Schedule and Economic Analysis Proposal
B. Completed Schedule and Economic Analysis Proposal response (APPENDIX C)

All submission or presentation of proposed schedules, financing, or expenses must be incorporated only in the Schedule and Economic Analysis Proposal (File/ Binder #2).

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed, for the Evaluation Committee to evaluate and award points accordingly.

A. DETAILED SCOPE OF WORK

This section describes the Scope of Work required of the Offerors.

The City seeks Offerors with the experience and capacity to redevelop the existing buildings and site into a high-quality performance venue that is accessible for local artists, organizations, and groups. The Performing Arts Center should be a place with a range of indoor and outdoor events, programs, activities, and business hours so that it is programmed throughout the year during the day, evening, and weekends.

The developer/ operator will lease the asset to performance arts and cultural organizations that promote community creativity unique to Santa Fe and its communities, as well as regional, national, and global artists that provoke and inspire. The operations will be self-sustaining based upon a model of mixed affordable and market venue rates. In addition, the Selected Offeror will be responsible for the following:

- Develop and implement arts programming that activates the Project site and brings people to Midtown.
- Securing capital for rehabilitation of the existing center, as well as operating costs with the capacity for securing charitable contributions to ensure sustainable operations.
- Assemble a project team with the necessary expertise, experience, and capacity to develop and manage the proposed redevelopment project, such as expertise in real estate finance, planning and predevelopment, design and construction, and property and asset management.
- Develop projected operating budget line items and assumptions, including sources of income generated from the proposed Project.
- Provide a professional and disciplined project management approach in connection with the proposed Project with the objective of ensuring transparent information, project governance, smooth negotiations, and clear communications, as well as risk management and quality control throughout the development process.
- Manage a development process for the commencement and completion of the proposed Project, pursuant to project schedules agreed upon with the City.
- Submit regularly scheduled status reports regarding project development scope, budget, and schedule, as well as operations and asset management.
- Undertake the necessary activities associated with development, including, but not limited to, the planning, design, finance, construction, leasing or purchasing (whichever disposition the City determines is most beneficial to the City and the proposed project), and management of the completed Project.

The Offeror, at their sole expense, shall perform the following:

Development (Mandatory):

a. Due Diligence Activities

i. Land and building that will include environmental assessments, investigations, reports, and other site, and building inspections, and assessments.

ii. Undertake any related remediation, mitigation, demolition, or rehabilitation actions pursuant to applicable codes, regulations, and laws for said actions.

iii. Land valuation assumptions include said due diligence activities and remediation, mitigation, demolition, or rehabilitation actions.

b. Development Approvals

Obtain all regulatory approvals and permits, including, but not limited to, zoning and land use, environmental (if applicable), and construction.

c. Design and Construction

Obtain all necessary governmental permits for the development and construction of the Project. The planning, design and construction of the Project must comply with any applicable land use and zoning codes, environmental reviews, and approvals, and building codes, and be consistent with the Midtown Planning Guidelines and approved Midtown Redevelopment Plans. Must comply with all applicable federal, state, and local laws and regulations, and obtain all appropriate government authorities, including without limitation, the City of Santa Fe, all construction, and ancillary approvals for development at the Midtown Site, including, but not limited to, all required building permits, approvals, and inspections. All costs associated with development approvals for the Project will be the Offeror's responsibilities, along with the following tasks:

i. *Urban Design and Land Planning*. Prior to the City's disposition of the tracts, parcels, or buildings, the City's Planning Department must review and comment on proposed urban design guidelines with site plans or master plan, accompanied by the complete development program, for the proposed project.

ii. *Architecture*. Prior to the City's disposition of the building(s), the City's Planning Division must review and comment the Schematic Design for the proposed development, including the development program.

iii. *Construction Documents*. The final Construction Documents must be submitted to the City's Building Permit Division. The Documents must conform to previous review comments and approvals made by the City.

iv. *Construction*. The Offeror is responsible for the construction and coordination of all necessary off-site and on-site improvements. The proposal must address responsibility by the Offeror or its tenants for the construction of cores and shells, tenant improvements, and installing fixture, finishes, and equipment, as well as preservation and/or reuse of said fixture, finishes, and equipment.

d. **Environmental Remediation, Demolition and Building Systems** – Mechanical, Electrical, Plumbing, Structural (MEPS)
Offeror is responsible for undertaking environmental site assessments and financing and implementing any remediation and demolition activities to accommodate the proposed uses. The City shall collaborate with the Selected Offeror to identify sources of funding for assessments and remediation, as may be required, and to maximize access and capacity to securing government funding for said activities. The Offeror will recognize in the proposal that the disposition of the property is in an as-is condition.

e. Taxes, Bond, and Insurance

i. *Taxes*. Upon the City's disposition of the land or buildings, the Selected Offeror is responsible for paying all real estate taxes and other taxes associated with the disposition transaction and other development activities at the Site.

ii. *Bond*. Prior to the disposition, the Selected Offeror must submit performance and payment bonds to the City in an amount generally commiserate with the cost of the Selected Offeror's failure to perform to be negotiated with the City as part of the Disposition and Development Agreement negotiations.

iii. *Insurance*. The Selected Offeror must acquire, maintain, and provide proof of insurance coverage, including worker's compensation, employer's liability, commercial general liability, and professional liability, at a minimum, during the term of exclusive negotiation agreement while the City remains in control of the Site. The City will establish insurance amounts and terms pursuant to the risk profile of the proposed project and due diligence activities.

f. Public/ Private Partnership Management and Protocols
The Selected Offeror shall coordinate and collaborate with the City, as well as with other municipal, state, and federal governmental agencies that have jurisdictional or regulatory authority over any predevelopment and development activities at the Site. The Offeror should have a clear understanding and Project Management tools, including protocols, that will be used to manage public/private partnerships.

As required, the Selected Offeror will coordinate with the City regarding applications or other submissions and documentation in connection with environmental assessments and remediation plans with the relevant regulatory agency(s).

Operations - Property & Asset Management (Mandatory)

The Selected Offeror will be responsible for all property operations, maintenance, security, and other industry standard property and asset management activities. Said responsibilities shall be undertaken and conducted in a highly qualified professional manner to create and maintain an exemplary, welcoming, and safe building and urban environment that promotes a sense of community. Aspects of the Offeror's proposal shall include:

a. Leasing and Marketing
b. Property Maintenance & Replacement Reserves
c. Fiduciary Oversight
d. Financial Management
e. Budgeting and Implementation
f. Asset Management

The Offeror, at their sole expense, should perform the following:

Development (Desirable)

a. Community Engagement
A focus on inclusive, welcoming, fun, and creative community engagement for the arts and cultural community, as well as the public at large. A focus on communities in adjacent neighborhoods, low-income households, Spanish speaking people, Indigenous people, youth, and working families should be considered.

b. Events and Site Activation
A focus on events that activate the site during the development process; and choreograph a tenancy and/or programming scenario that establishes an ongoing active and creative arts and cultural environment.

c. Education Uses
A focus on career paths, internships, and training for residents in arts, cultural, and creative industries. A focus on design-thinking and innovation, and/or film and multimedia production.

d. Film and Multimedia Related Uses
A focus on capitalizing on the expansion of film and multimedia production.

e. Green Building and Sustainable Site Design
A focus on excellence in environmental design and energy and resource efficiency, with an emphasis on energy reduction and water reduction. For example, provide USGBC LEED credits that the development will pursue.

Operations - Property & Asset Management (Desirable)

a. Mixed-Income Tenant Operating Budget
   A focus on sustainable and feasible operating budgets that include market rate and below market rate rents.
b. Community Programming
   A focus on community programming accessible and welcoming to Santa Fe communities
c. Outdoor Space Activation
   A focus on creating a vibrancy at the Midtown District that attracts local communities and future development to achieve the goals within the Midtown Redevelopment Plans.
d. Green and Healthy Maintenance Procedures
   A focus on creating healthy environmental conditions for people.

B. PREFACE *(File/ Binder 1)*

1. Letter of Transmittal Form

The proposal **must** include the Letter of Transmittal Form (APPENDIX D). The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Table of Contents

The proposal **must** include a Table of Contents that enumerates each section pursuant to Section III.C.1.: Proposal Content and Organization.

3. Proposal Summary

The proposal summaries are be included to provide the Evaluation Committee with an overview of the proposal and the following information:

a) *Vision and Goals*. Provide the Offeror's vision and goals for their proposed Project, and an approach for achieving the vision and goals.

b) *The Project Team.* Include a summary of the Offeror's team, experience, capacity, and qualification, and other information summarizing the proposal.

c) *Site Plan and Development Program*. Include a conceptual site plan illustrating parcel boundaries addressing open space and site setbacks, parking, and other development elements for the Evaluation Committee to consider. The response should include a conceptual development program with gross square footages.

d) The Proposal Summery shall not include elements of the Schedule Proposal, or other content that would be considered proprietary or trade secrets that have been provided within the other areas of the Proposal.

e) The Proposal Summary is to be limited to no more than seven pages to clearly articulate and capture the key elements of the Offeror's response to this RFP.

C. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

a) Provide a description of relevant corporate experience with government and private (for-profit and nonprofit) sectors. The experience of all proposed subcontractors must be described, as well.

b) Thoroughly describe how the Offeror has supplied expertise for similar scopes of work and must include the extent of their experience, expertise and knowledge as a developer and operator of the Project. Proposal should include the Offeror's capacity and experience undertaking the full range of development activities necessary to plan, design, assess, finance, entitle, structure, and construct real estate, as well as procure the necessary project consultant team for professional services. The proposal should include the Offeror's capacity and experience in property and asset management to operate the completed Project including the following: leasing, marketing, maintenance, fiduciary oversight, financial management, operations budgeting and implementation.

c) Brief Narrative. Attach a description of the roles of each entity of the Project team during development, construction, management, and operations of the Project. Organizational Charts, Staffing Plans, Governance Plans, Roles and Responsibilities Matrixes are encouraged.

d) Describe opportunities and constraints, and the related success and failure experiences, as a real estate developer and operator on up to three similar projects. If Offerors do not have similar projects to describe their related experiences, then describe anticipated opportunities, risks, and challenges on this Project, and how Offeror plans to address them.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for public and/or private sector clients within the last three to five years.

Offerors are required to submit the Organization Reference Questionnaire (APPENDIX E), to the business references they list. The business references must submit the Reference Form directly to the designee described in APPENDIX E. It is

the Offeror's responsibility to ensure the completed forms are submitted as described in Appendix E.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments. A member or members of the Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility pursuant to Section II.C.15.

Offerors shall submit the following Business Reference information as part of the Organizational References submittal:

a) Client business entity name;
b) Project description;
c) Project dates (starting and ending);
d) Technical information – Description of the Scope of Work;
e) Offeror's staff assigned to the contract work that will be designated to the scope of work pertaining to this RFP; and
f) Client's contact information (name, title, telephone number, e-mail address). The client contact should be the project manager or direct point person assigned to the project.

3. Oral Presentation – Acknowledgement & Agreement Statement

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Mandatory Specification

The following are mandatory specifications for the scope of work involved in this RFP that are required and will be evaluated and awarded points. Points will be awarded to projects that are clearly most beneficial to the City and the development and operation of the proposed project, as determined at the City's sole discretion.

Responses should correspond to the scope of work and must clearly articulate the Offeror's capacity and how they will perform the scope of work and demonstrate their qualifications in performing and completing the scope of work. Provide activities typically associated with Section IV., Scope of Work, Development, including, but not limited to, the planning, design, finance, construction, leasing (and/or selling), and management of the completed Project as outlined below:

Development

a) Due Diligence Activities

   i. Land and building
   ii. Undertake any related remediation, mitigation, demolition, or rehabilitation actions.
   iii. Land valuation.

b) Development Approvals

c) Design and Construction

   i. *Urban Design and Land Planning*.
   ii. *Architecture*.
   iii. *Construction Documents*.
   iv. *Construction*.

d) Environmental Remediation and Building Systems – Mechanical, Electrical, Plumbing, Structural (MEPS)

e) Taxes, Bond, and Insurance

   i. *Taxes*.
   ii. *Bond*.
   iii. *Insurance*.

f) Public/ Private Partnership Management and Protocols

Operations - Property & Asset Management

   i. Leasing and Marketing
   ii. Property Maintenance & Replacement Reserves
   iii. Fiduciary Oversight
   iv. Financial Management
   v. Budgeting and Implementation
   vi. Asset Management

5. Desirable Specification

The following are desirable specifications are not necessarily mandatory to the scope of work involved in this RFP but are desired additional specifications for which the City would like to award additional points.

Offeror's responses should correspond to the scope of work. Offeror should clearly articulate their capacity and how they will perform the scope of work, and demonstrate their qualifications in, and commitment to, performing and completing

the following scope of work during development and operations of the proposed project.

The desirable specifications are informed by input generated from the public engagement process with local communities and represent the City's desire to see them implemented.

a) Mixed-Income Tenant Operating Budget
b) Community Programming
c) Outdoor Space Activation
d) Green and Healthy Maintenance Procedures

D. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Offeror(s) must have the ability to secure a Performance Surety Bond in favor of the Agency to insure the Contractor's performance upon any subsequent contract award. Each engagement will be different but the option to require a Performance Surety Bond must be available to the Agencies at time of contract award. A statement of concurrence must be submitted in the Offeror's proposal.

3. Campaign Contribution Disclosure Form - Signed

The Offeror must complete an unaltered Campaign Contribution Disclosure Form (APPENDIX B). and submit a signed copy with the Offeror's proposal. This must be accomplished whether an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

4. **Local Preferences**
   Offerors must include a copy of their preference certificate in this section. See Section II.C.28 for additional information. To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **must** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

5. **Other Support Materials**
   Offerors may include additional support materials that directly support and reinforce elements of the Technical Specifications. Offerors should limit collateral Support materials to that which is highly relevant.

E. SCHEDULE AND ECONOMIC ANALYSIS PROPOSAL (File/ Binder 2)

1. **Narrative of Schedule and Economic Analysis Proposal**
   Offeror's proposal **must** include a narrative describing the assumptions and approach to development budget and financing and operating budget and financing.

2. **Completed Schedule and Economic Analysis Proposal**
   Offeror's proposal must include all the pro forma information requested in APPENDIX C, as described below

   a) **Proforma and Land Valuation**
   The City will consider either a master lease or purchase disposition and will determine which is most advantageous to the Project and the City in the long term. The Offeror's proposal may consider a purchase payment scenario that ensures the financial stability of the proposed project. The disposition price, either sale or lease, of the City-owned properties, land and/or buildings, at the Site will be negotiated and premised on the appraised value of the property(s).

   The City may undertake a financial feasibility analysis and determine land values based on the Selected Offeror's proposed land and/or building uses, development program and the associated financial underwriting, and land valuation assumptions. The land valuation analysis may include the cost of public infrastructure, environmental and site conditions remediation, and other public benefits, including community development objectives generated from the public engagement process, which may affect land value.

   Final land sale price or lease cost will be negotiated between the City and the Selected Offeror within the Exclusive Negotiation Agreement phase and executed in the Land Disposition and Development Agreement ("DDA").

b) Operating Budget

The Offeror's Operating Budget showing Income and Expenses will also be used as an underwriting analysis during the land evaluation process. The Operating Budget should include, at a minimum:

- Income: type or name of potential tenants, projected rent payment; grants, and other sources of income; and,
- Expenses: property management and maintenance costs, conceptual common area charges (CAM).

Offerors shall not project City funding subsidies in the Operating Budget. Furthermore, Offerors should consider a mixed-income approach to ensure that there are spaces affordable to community arts and culture organizations, as part of the community arts stabilization objective, as well as market-rate spaces to ensure internal cross-subsidies to maintain and sustain a feasible long term operating budget.

In addition, the Operating Budget should include payment into operating and replacement reserves. Any funds generated from operations would be placed into an operating reserve to fund additional community programming.

c) Development Cost & Financing

The Selected Offeror is solely responsible for identifying and securing sources of financing for the proposed project. Provide a detailed Sources and Uses Total Development Cost (TDC) proforma, with a predevelopment budget (pre-construction). The City recognizes that the TDC budget is preliminary. However, the Offeror should indicate its capacity to secure funding, including charitable contributions, predevelopment loans, owner financing, permanent financing, and other sources to complete and operate the proposed project. Please note that City cash funding should not be included other than as part of the land valuation in the TDC, or as otherwise stated within this RFP.

The Selected Offeror is responsible for developing and implementing a financial structure and securing financing for the proposed project, including predevelopment costs, such as legal, planning, design, engineering, environmental, entitlement fees, and related consulting and professional services expenses; development costs of demolition, grading, site preparation, environmental remediation, installation and construction of off-site and on-site infrastructure and utilities, as may be applicable, as well as any proposed public amenities.

Residual Land Value. The Development Cost Proposal proforma must indicate a proposed land value and supporting calculation for the proposed sale or lease pricing of the property. The City recognizes that the proposed value is not final and will be further informed during the due diligence process under the ENA period and pursuant to an executed DDA.

Potential Incentives. The Selected Offeror is encouraged to coordinate with the Office of Economic Development regarding Opportunity Zone and other federal, state, and local incentive and investment programs. Land valuation, and the final land price or lease cost, will be negotiated with the City during the disposition and development process to maximize the economic value of the land toward achieving the Midtown Plans, inclusive of community development and public policy objectives.

Property As-Is Condition. The City is offering this Property in an as-is condition. The City is currently conducting building assessments on some buildings at the Midtown Site to identify critical building systems (mechanical, electrical, plumbing, structural) and code issues. In addition, The City conducted initial utility infrastructure studies for purposes of developing the master plan for the Midtown Property. Any assessments and reports that the City has for the parcel related to this RFP will be made available to the Finalist Offerors. Additional assessments shall be the sole responsibility of the Selected Offeror, which may be conducted during the ENA term.

City Grant Funds for Public Programming. The City contemplates (to be determined, and not guaranteed, at the discretion of the City) providing annual funding to defray the costs of public programming to activate the site during the Exclusive Negotiations Agreement period. The Offeror's Development Cost Proposal should include a budget for public programming purposes during this period.

d) <u>Schedule</u>

The Selected Offeror will be solely responsible for project management of the proposed project. Provide a detailed Schedule showing standard development line items for predevelopment. i.e. from commencement to full-build-out and occupancy. The City recognizes that the schedule is preliminary. However, the Offeror should indicate its professional capacity to manage scope of work critical paths and all the tasks associated with real estate development from project conception to completion.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of Offerors proposals by sub-category and correspond directly to Section IV: Proposal Content Specifications.

TABLE 1: Evaluation Factors Points Summary

EVALUATION FACTORS	Points Available
TECHNICAL PROPOSAL	
B. Preface	
B.1 Letter of Transmittal Form	Pass/Fail
B.2 Table of Contents	**1**
B.3 Proposal Summaries	**10**
C. Technical Specifications	
C.1 Organizational Experience	**20**
C.2 Organizational References	**10**
C.3 Oral Presentation (*Finalists*)	**10**
C.4 Mandatory Specification	**15**
C.5 Desirable Specification	**13**
D. Business Specifications	
D.1 Financial Stability	Pass/Fail
D.2 Performance Surety Bond	Pass/Fail
D.3 Campaign Contribution Disclosure Form (Signed)	Pass/Fail
D.5 Other Support Material	**1**
E. Schedule and Economic Analysis	
E.1 Narrative of Schedule and Economic Analysis	**5**
E.2 Completed Schedule and Economic Analysis Proposal	**15**
TOTAL	**100 points**
D.4 Local Preference (Section IV.C.28)	**60**

B. EVALUATION FACTORS

1. B.1 Letter of Transmittal Form

Pass/Fail only.

2. B.2 Table of Contents (See Table 1)

The proposal **must** include a Table of Contents that enumerates each section pursuant to Section III.C.1.: Proposal Content and Organization.

3. B.3 Proposal Summaries (See Table 1)
Points will be awarded based on the thoroughness, clarity, and validity of the response of the vision and goals, project team, site plan and development program, as well as the depth, relevancy, and quality of the experience. The proposal should not include elements of the Schedule Proposal and should not be more than seven (7) pages.

4. C.1 Organizational Experience (See Table 1)
Points will be awarded based on the thoroughness, clarity, and validity of the response of the engagements and experiences cited, as well as the depth, relevancy, and quality of the experience. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

5. C.2 Organizational References (See Table 1)
Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.15.

6. C.3 Oral Presentation (See Table 1)
Points will be awarded based on the quality, organization, and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are required all Offerors will receive the same amount of total points for this evaluation factor.

7. C.4 Mandatory Specifications (See Table 1)
Points will be awarded based on the thoroughness, clarity, and validity of the response, including the proposed development plan and program, regarding the

capacity and qualifications of the Offeror to undertake and complete the scope of work.

Points will be awarded to projects that are clearly most beneficial to the City and the development and operation of the proposed project, as determined at the City's sole discretion.

8. C.5 Desirable Specifications (See Table 1)
Points will be awarded based on the thoroughness, clarity, and validity of the response regarding the capacity and qualifications, as well as commitment, of the Offeror to undertake and complete the scope of work.

9. D.1 Financial Stability (See Table 1)
Pass/Fail only. No points assigned.

10. D.2 Performance Bond (See Table 1)
Statement of Concurrence Pass/Fail only. No points assigned.

11. D.3 Campaign Contribution Disclosure Form (See Table 1)
Pass/Fail only. No points assigned.

12. D.4 Local Preference
Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

A. **Local Preference Qualification**
To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

1. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of

the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

2. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

B. **Solicitations above One Million Dollars ($1,000,000)**
   1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
   2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

13. D.5 Other Support Material (See Table 1)

14. E.1 Narrative of Schedule and Economic Analysis Proposal (See Table 1)
Points will be Awarded based on the viability of the financial underwriting assumptions and the demonstration of the Offeror to secure the financing and undertake the schedule as proposed.

15. E.2 Completed Schedule and Economic Analysis Proposal (See Table 1)
Points will be awarded based on presenting a clear and comprehensive approach to financing the proposed project, land valuation that represents a connection between the proposed operating budget, capital development budget, and an understanding of market appraised value for the property's highest and best use, while considering community development benefits outlined in this RFP and the Midtown Plans. Points will also be awarded based on the proposed schedule, with priorities toward projects that proceed upon Contract Award with short-term completion dates.

C. EVALUATION PROCESS

1. All proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.15.

4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in this Section V. The responsible Offeror with the highest scores will be selected for the short list, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the City, as determined by the City, and taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

Solicitation (RFP) #: 23/16/P

This Acknowledgement of Receipt Form should be signed and submitted no later than as indicated in Section II.A. Sequence of Events. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with Appendix G.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION:_____

CONTACT NAME:_____

TITLE:_____

PHONE NO.:_____ E-MAIL:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing
Email: Purchasing_RFP@santafenm.gov
Attention: Redevelopment of the Midtown Performance Arts Center, RFP #: 23/16/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Solicitation (RFP) #: 23/16/P

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed

proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____
(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

SCHEDULE AND ECONOMIC ANALYSIS RESPONSE FORM

APPENDIX C
SCHEDULE AND ECONOMIC ANALYSIS RESPONSE FORM

The City does not have specific form or format for the **Offeror**'s Schedule **and Economic Analysis** response, except as otherwise provided in this RFP Section IV: Proposal Content Specifications: Schedule **and Economic Analysis** Proposal.

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

Solicitation (RFP) #: 23/16/p

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.26). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	**B** **Negotiate***	**C** **Clarify/Respond to Queries***
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____, 20_____
Authorized Signature and Date
(*Must be signed by the individual identified in item #2.A, above*.)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the Solicitation process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A. Scope of Work to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

For inclusion in the evaluation process, the Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference shall submit its response to the Organizational Reference Questionnaire, as follows:

Email: **Lee Lodston at** lrlogston@santafenm.gov
Due Date: **As indicated in Section II.A. Sequence of Events**

APPENDIX E
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

Solicitation (RFP) #: 23/16/P

_____

(*Insert Name of Offeror Entity*)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe via e-mail at the following address: lrlogston@santafenm.gov

Forms must be submitted no later than the date of February 3, 2023, by 3:00pm MST..

This Questionnaire must not be returned to the entity requesting the reference.

References are strongly encouraged to provide comments in response to the entity's ratings.

For questions or concerns regarding this form, please contact:
Procurement Manager: Lee Logston
Email: lrlogston@santafenm.gov

When contacting the Procurement Manager, include the Solicitation (RFP) number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Type of reference (e.g. finance, legal, development, operations, government official, community member, other)	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors, or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX F

NON-COLLUSION AFFIDAVIT

APPENDIX F
NON-COLLUSION AFFIDAVIT

Solicitation (RFP) #: 23/16/P

Offeror to complete, sign and submit with the proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert entity's name) whose address is _____; and, that I possess the legal authority to make this affidavit on behalf of myself and the entity for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX G

CONFLICT OF INTEREST

APPENDIX G
CONFLICT OF INTEREST CERTIFICATION

Solicitation (RFP) #: 23/16/P

Offeror to complete, sign and submit with the proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Developer and Operator entity, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the entity and/or known key personnel needs to describe the conflict.

The entity agrees that, if after award, an organizational conflict of interest is discovered, the entity shall make an immediate and full written disclosure to the City that includes a description of the action that the entity has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project and/or remove the entity from the procurement process. If the entity was aware of a conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the awarded contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Offeror organization/firm.

CERTIFICATION

I, _____ certify that I/we have no personal or financial interests and no present employment or activity which would be incompatible with this organization's/firm's participation in any activity related to this Solicitation or execution of the contract awarded or to be awarded in connection with the redevelopment of the Midtown Site, Santa Fe, New Mexico ("Project" for purposes of this Conflict of Interest Certification). For the duration of this firm's involvement in the Project contract, this entity agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on this Project.

I certify that this entity will keep all Project contract information confidential and secure. This entity will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Project contract. I understand that if this entity leaves this Project contract before it ends, this entity must keep all Project contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Project contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties.

If I or another person within this entity either learns or has reason to believe that any person who has access to the Project contract confidential information has or intends to disclose that information in violation of this agreement, I agree to immediately contact and advise the City of Santa Fe, as follows:

Name:	Joann Lovato, Protest Manager
Address:	City, of Santa Fe, Purchasing Division (Agency) 200 Lincoln Avenue, Room 222 Santa Fe, New Mexico 87505
Email:	jdlovato@santafenm.gov

This statement must be fully completed and signed by an authorized representative.

Entity Name

Authorized Representative Name/Title

Phone # Fax #

Email

Signature Date

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the submission may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX H

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2022 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.95 PER HOUR

The Santa Fe Living Wage Ordinance establishes minimum hourly wages. The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).

Who is Required to Pay the Living Wage?

- **Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;**
- **Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;**
- **Businesses required to have a business license or registration from the City; and**
- **Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.**
- **For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.**
- **All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.**

More Information, including the Living Wage Ordinance, is available at
www.santafenm.gov/living_wage_information

The City of Santa Fe
AND
Office of Economic Development

REQUEST FOR PROPOSALS (RFP)

Project
Redevelopment of the Midtown Performing Arts Center

RFP#
23/16/P

Amendment #1

Proposal Due Date: March 2, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Redevelopment of the Midtown Performing Arts Center
RFP#23/16/P
Amendment #1

The Office of Economic Development is extending the Proposal Submission deadline for the Redevelopment of the Midtown Visual Arts Center to March 2, 2023, in order to provide a second Pre-Proposal Tour and Pre-Proposal Conference. This Amendment also provides a corrected Parcel Plan for the Performing Arts Center.

The amended Sequence of Events as well as the new tour information and Zoom link for the Pre-Proposal Conference can be found below.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Solicitation contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule: (Changes in Bold)

Action	Responsible Party	Due Dates
1) Issue Solicitation (RFP)	Central Purchasing Office	December 1, 2022
2) Pre-Proposal Conference (Site Tour) *Not Mandatory*	Requesting Department	December 13, 2022 11:30am -1:00pm *On-site walking tour*
3) Pre-Proposal Conference (Q&A Session) *Not Mandatory*	Requesting Department	December 15, 2022 11:30am -1:00pm *Web-based meeting*
4) Acknowledgement of Receipt Form	Potential Offerors	December 16, 2022 3:00pm
5) Deadline to submit Written Questions	Potential Offerors	December 30, 2022 3:00pm
6) Response to Written Questions	Procurement Manager	January 13, 2023
7) Added Tour Pre-Proposal Conference (Site Tour #2) *Not Mandatory*	**Requesting Department**	**January 21, 2022 11:30am -1:00pm *On-site walking tour***

8) <u>Added Session</u> Pre-Proposal Conference (Q&A Session #2) *Not mandatory*	**Requesting Department**	**January 23, 2022 11:30am -1:00pm *Web-based meeting***
***9)* Deadline to submit Written Questions #2**	**Potential Offerors**	**January 30, 2023 3:00pm**
***10)* Responses to Written Questions #2**	**Requesting Department**	**February 10, 2023**
11) Submission of Proposal	***Potential Offerors***	~~**February 3, 2023**~~ **March 2, 2023 3:00pm**
12) *Proposal Evaluation	Evaluation Committee	~~February 15, 2023~~ **March 15, 2023**
13) *Selection of Finalists	Evaluation Committee	~~February 17, 2023~~ **March 17, 2023**
14) *Best and Final Offers	Finalist Offerors	~~February 24, 2023~~ **March 24, 2023**
15) *Oral Presentation(s)	Finalist Offerors	~~February 27-28, 2023~~ **March 27 - 28, 2023**
16) *Finalize Contractual Agreements (*Exclusive Negotiations Agreement*)	Requesting Department/Finalist Offerors	~~March 31, 2023~~ **April 28, 2023**
17) *Contract Awards	Requesting Department/ Finalist Offerors	~~April 12, 2023~~ **May 12, 2023**
18) *Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 12 through 18 are proposed and may be subject to change at the City's discretion without necessitating an amendment to this Solicitation.

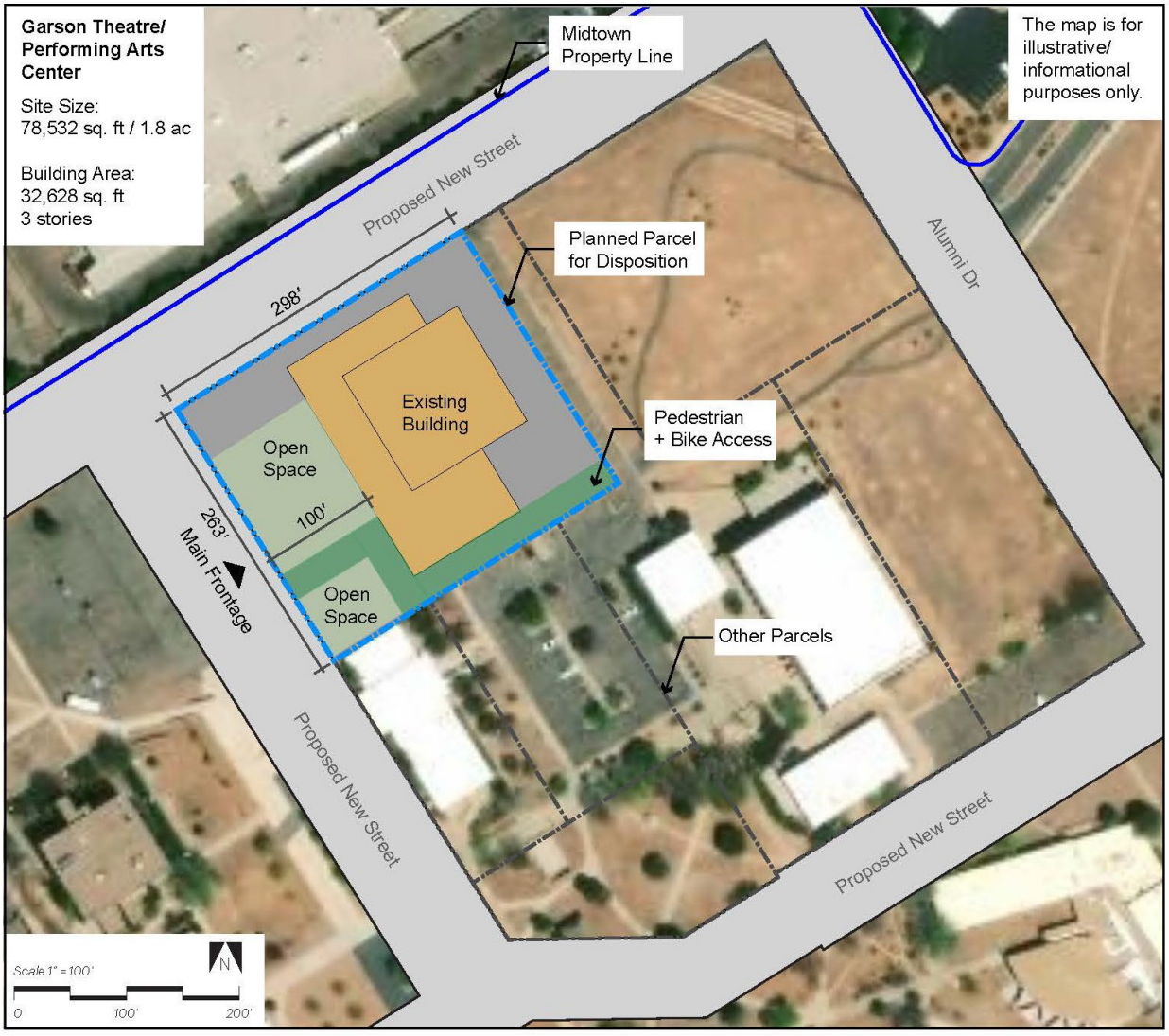
The second tour will meet in the main campus parking lot at the north and of the campus on Alumni Drive. Participants should park and meet at the west side of the lot, or away from any film trucks.

The Zoom link for the second Pre-Proposal Conference at 11:30 AM on January 23, 2023 is

<u>Questions & Answers Session #2</u>
City Zoom Video Conferencing:
Join Zoom Meeting
https://santafenm-gov.zoom.us/j/82146707784

Meeting ID: 821 4670 7784
One tap mobile
+12532050468,,82146707784# US
+12532158782,,82146707784# US (Tacoma)

The corrected Parcel Plan for the Performing Arts Center is found below:



The City of Santa Fe
AND
Office of Economic Development

REQUEST FOR PROPOSALS (RFP)

Project
Redevelopment of the Midtown Performing Arts Center

RFP#
23/16/P

Amendment #2

The Office of Economic Development is amending the Best and Final Offer and the Oral Presentation dates to the week of April 10, 2023.

The Evaluation Committee met pursuant to the Sequence of Events, as amended, and developed several Requests for Clarification that are currently being drafted for circulation to the Offeror(s), as part of the Best and Final Offer phase in the Sequence of Events.

The amended date for the Oral Presentations is provided below. The Procurement Manager will coordinate meeting date and time with the Offerors and the Evaluation Committee for the week of April 10, 2023.

Subsequent dates in the Sequence of Events have been amended accordingly and remain subject to change.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the Solicitation contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1) Issue Solicitation (RFP)	Central Purchasing Office	December 1, 2022
2) Pre-Proposal Conference (Site Tour) *Not Mandatory*	Requesting Department	December 13, 2022 11:30am -1:00pm *On-site walking tour*
3) Pre-Proposal Conference (Q&A Session) *Not Mandatory*	Requesting Department	December 15, 2022 11:30am -1:00pm *Web-based meeting*
4) Acknowledgement of Receipt Form	Potential Offerors	December 16, 2022 3:00pm
5) Deadline to submit Written Questions	Potential Offerors	December 30, 2022 3:00pm
6) Response to Written Questions	Procurement Manager	January 13, 2023
7) Added Tour Pre-Proposal Conference	Requesting Department	January 21, 2022 11:30am -1:00pm

(Site Tour #2) *Not Mandatory*		*On-site walking tour*
8) <u>Added Session</u> Pre-Proposal Conference (Q&A Session #2) *Not mandatory*	Requesting Department	January 23, 2022 11:30am -1:00pm *Web-based meeting*
9) Deadline to submit Written Questions #2	Potential Offerors	January 30, 2023 3:00pm
10) Responses to Written Questions #2	Requesting Department	February 10, 2023
11) Submission of Proposal	***Potential Offerors***	~~**February 3, 2023**~~ **March 2, 2023** **3:00pm**
12) *Proposal Evaluation	Evaluation Committee	~~February 15, 2023~~ March 15, 2023
13) *Selection of Finalists	Evaluation Committee	~~February 17, 2023~~ March 17, 2023
14) *Best and Final Offers	Finalist Offerors	~~February 24, 2023~~ ~~March 24, 2023~~ April 10-14, 2023
15) *Oral Presentation(s)	Finalist Offerors	~~February 27-28, 2023~~ ~~March 27 - 28, 2023~~ April 10-14, 2023
16) *Finalize Contractual Agreements (*Exclusive Negotiations Agreement*)	Requesting Department/Finalist Offerors	~~March 31, 2023~~ ~~April 28, 2023~~ May 31, 2023
17) *Contract Awards	Requesting Department/ Finalist Offerors	~~April 12, 2023~~ ~~May 12, 2023~~ June 8 or 29, 2023
18) *Protest Deadline	Central Purchasing Office	+15 days

* Dates indicated in Events 12 through 18 are proposed and may be subject to change at the City's discretion without necessitating an amendment to this Solicitation.

City of Santa Fe, New Mexico
Memorandum

DATE: 12/1/2023

TO: **Mayor Alan M. Webber and City Council**
Finance and Quality of Life Committee

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Maria Sanchez-Tucker, Community Services Director MT

FROM: **Brittany Rodriguez, Youth and Family Services Program Manager** B R

ITEM AND ISSUE:
Request for Approval of Recovery Funds Subrecipient Contract (ARPA) with The Life Link to Provide Support Services and 24-Hour On-site Supervision to the Safe Outdoor Space Total Amount of $440,192.00 through December 31st, 2024. (Brittany Rodriguez, YFS Program Manager: bcrodriguez@santafenm.gov, 505-955-6913; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

BACKGROUND AND SUMMARY:
Local officials and nonprofit providers across the city are struggling to address the increasing number of unsheltered individuals who are living without stable housing. A variety of factors contribute to this situation, including but not limited to lack of affordable housing, lack of mental health services, a rise in substance abuse, and the coronavirus pandemic. While the City of Santa Fe understands that the ultimate solution to homelessness is permanent housing of various types, this is a long-term solution that takes time. As the City continues to increase its production of affordable housing units, short term options must be made available to ensure the safety and wellbeing of those who are unhoused and foster a high quality of life for all residents and visitors in Santa Fe.

Following the COVID-19 pandemic, the City dedicated American Rescue Plan Act (ARPA) funds to increase emergency shelter options. The Governing Body passed resolution 2023-16, directing City staff to evaluate and coordinate the establishment of a managed non-congregate site. This site aims to provide unhoused individuals with a location to safely reside, have their basic human needs met, and connect them with community resources that will help them achieve long-term stability. As a result of the resolution, the City purchased 25 © Pallet modular units to be used in a Safe Outdoor Space (SOS) pilot project that will provide a non-congregate shelter option for individuals experiencing unsheltered homelessness.

Life Link has a long history of providing mental health, housing, and homelessness outreach services to the City of Santa Fe. The agency is a Licensed Community Mental Health Center (CMHC), Core Service Agency (CSA), Local Lead Agency (LLA) and HUD approved Housing Agency. The Life Link also has accreditation by The Commission on the Accreditation of Rehabilitation Facilities (CARF).

In the height of the COVID-19 Pandemic in 2020, The Life Link ran an emergency shelter funded by the City of Santa Fe and in partnership with the Coyote South Hotel. Their program was service-based and required all individuals and families to engage in intensive case management and housing navigation services, and in doing so, housed 29 individuals and families through the duration of the program. The application put forward by The Life Link for operation of a SOS encompasses identical services with the addition of mental health services, substance misuse services, meals services, employment opportunities and life-skills training.

The requested funding will allow The Life Link to provide robust services to the SOS and those residing there, with a strong focus on obtaining and maintaining housing.

PROCUREMENT METHOD:
The procurement method is RFA# 24/13/A
Agreement expires December 31st, 2024

CONTRACT NUMBER:
The FY24 Munis contract number is 3204464.

PROJECT LEDGER:
COM222400C

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Fund 240
Munis Org Name/Number: Human Services/2400122
Munis Object Name/Number: Other Consulting/510400

ACTION REQUESTED:
The Community Health and Safety Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Life Link

Procurement/contract Title: Safe Outdoor Space

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☑Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: RFA

Requesting Department: Community Services Staff Name: Brittany Rodriguez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
X		**RFP (include ECR)**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☒	☐	**Other: _RFA_____**	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Business Registration (always)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Justin Gonzales	Contracts Administrator	12/1/2023
Department Point of Contact	Title	Date
Kyra Ochoa		12/1/2023
Department Director		Date
		Dec 1, 2023
Chief Procurement Officer		Date
ITT Representative	Title	Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204464 Procurement # (RFP/ITB# If any):

Contractor: The Life Link

Procurement Method: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐

Description/Title: The Life Link Safe Outdoor Space Support Services

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: 12/13/2023 Term End Date: 12/31/2024 Total Contract Amount: $440,192.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease:

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for:

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

3. Procurement History: _____

Purchasing Officer Review: Dec 1, 2023 Date:

Comment & Exceptions: RFP

4. Funding Source: _____ **Org / Object:** 2400122/510400

Alexia Lotaro Dec 1, 2023

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Justin Gonzales Phone #: 505-955-6752

To be recorded by City Clerk:

Clerk #_____ Email: jmgonzales@santafenm.gov

Date of Execution: _____

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

RODRIGUEZ, BRITTANY C.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, April 13, 2023 9:31 PM
To: RODRIGUEZ, BRITTANY C.; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: Request for Determination- Operator and Owner for Non-Congregate Solutions to Unsheltered Homelessness

Follow Up Flag: Follow up
Flag Status: Completed

Greetings,

The scope of work as written would be PROFESSIONAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

- While this scope of work has been determined to be Professional Services, please check with Horizons (mloehman@horizonsofnewmexico.org). The scope of work must be offered to Horizons for their right of first refusal.
- Please ensure that the appropriate templates and forms are used. https://intranet.santafenm.gov/finance_1
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the Statewide Price Agreements page to determine whether any of the agreements are applicable to this request.

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

From: RODRIGUEZ, BRITTANY C. <bcrodriguez@santafenm.gov>
Sent: Wednesday, April 12, 2023 2:49 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: Request for Determination- Operator and Owner for Non-Congregate Solutions to Unsheltered Homelessness

Good Afternoon Purchasing Team,

The Division is seeking a determination on the below scope of work for support services and the development of Safe Outdoor Space (SOS). ARPA funds have been allocated for this project to support solutions to unsheltered homelessness. Contracts may be multi-year depending on how quickly funds are spent down, per federal guidance ARPA funds must be allocated by 2024 and expended by 2026. Please advise.

Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exemption status under Section 501c3 of the Internal Revenue Code, or to applicants whose programs are covered by a fiscal agent that meets these requirements. Applicants must have proven financial capacity and organizational experience to carry out the activities described below and, in the proposal, submitted to receive a VAB allocation. The Youth and Family Services Division has identified up to $1,000,000 in American Rescue Plan Act (ARPA) funding for the setup and initial operation of a site, the ARPA funding must be spent down by December 2024 but may extend to December 2026. Depending on the budget additional funding may become available. Eligible agencies may apply for one or both opportunities. Multiple awards may be given out for the supportive services, but only one award will be granted for site development.

A. OPERATOR – SUPPORT SERVICES FOR SOS OCCUPANTS

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- Support Services
-

To address the issue of unsheltered homelessness, The City of Santa Fe has directed staff to evaluate and coordinate the establishment of a managed non-congregate site to provide unhoused individuals with a location to safely reside, have basic human needs met, and connect individuals with community resources that lead to long-term stability. The City is seeking respondents to serve as the Primary Provider and manager of the site. The City is interested in learning about interest and capacity in meeting the homeless service needs for a non-congregate shelter that are low-barrier, Housing First, and provide opportunities for connecting services. The Provider may sub-contract for services not provided by the primary contractor. No duplication of services shall be funded. The Provider must detail the services provided, the services sub provided, and the overall integration approach and plan.

The Selected Respondent is responsible for arranging timely commencement and completion of the Project and will be held accountable for the schedules agreed upon with the City. The Selected Respondent will be required to submit ongoing status reports.

The Selected Respondent will utilize funds to supplement a current position or create new positions to assist individuals sheltering at the SOS, provide basic material goods, and provide 24/7 supervision of the site. The applying agency will have the ability to enter data into HMIS and be able to collaborate with local nonprofits, health providers and other organizations for care coordination for participants. If the operator being contracted with exists at an already

established agency, they should include new and unduplicated clients, with a priority to those who are unsheltered and not connected with a service provider.

B. OWNER – SITE HOST

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- Development of SOS Site

The Selected Respondent will have the capacity to develop a site plan, noting any grading, electrical inlay, or site modifications and their cost needed to implement the SOS site. The City will work with the OWNER to ensure that proper site preparation, design and layout, and land use permitting processes are completed once the qualifying OWNER is selected by the City. The City will oversee the installation of structures (performed by Pallet Corporation) to ensure compliance with its contractual obligations. Depending on the characteristics of the site, the City may construct or hire an outside contractor to construct the infrastructure required to support the shelter village including all required utility connections. The City will work with the OWNER to ensure that all responsibilities regarding the site preparation and installation requirements are met, according to structure specifications.

Thank you!

Brittany Rodriguez, MPH
Youth and Family Services Program Manager – Homeless Services
Community Health and Safety Department
Youth and Family Services Division
City of Santa Fe
(505) 955-6913
bcrodriguez@santafenm.gov

*Disclaimer: This message and any attachments are intended for the use of the addresses(s) only and may be confidential and/or legally privileged. If the reader is not the intended recipient, DO NOT READ, notify sender and delete this message. In addition, be aware that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. The contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.

The City of Santa Fe
AND
Community Health and Safety Department

REQUEST FOR APPLICATION (RFA)

Non-Congregate Solutions to Unsheltered Homelessness – Safe Outdoor Spaces

RFA#
24-13-A

RFA Release Date: July 11th, 2023

Applications Due Date: (45 days), August 25th, 2023

ELECTRONIC-ONLY APPLICATION SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR APPLICATION

The purpose of the Request for Application (RFA) is to solicit applications from organizations, agencies, or other landowners and services providers to provide a space and/or services for temporary, non-congregate emergency shelter and opportunities for those experiencing unsheltered homelessness to connect to services in a Safe Outdoor Space (SOS) in the city of Santa Fe. Safe Outdoor Spaces are designated sites for temporary shelter and amenities that allow our unhoused neighbors to have a safe space to sleep while providing basic human necessities and assisting in resource connection.

B. BACKGROUND INFORMATION

Local officials and nonprofit providers across the city are struggling to address the increasing number of unsheltered individuals who are living without stable housing. A variety of factors contribute to this situation, including but not limited to lack of affordable housing, lack of mental health services, a rise in substance abuse, and the coronavirus pandemic. While the City of Santa Fe understands that the ultimate solution to homelessness is permanent housing of various types, this is a long-term solution that takes time. As the City continues to increase its production of affordable housing units, short term options must be made available to ensure the safety and well-being of those who are unhoused and foster a high quality of life for all residents and visitors in Santa Fe.

Solutions to homelessness rooted in best practices, including the Housing First and harm reduction models, offer pathways to appropriate housing based on individual needs. A SOS provides individuals with non-congregate sleeping quarters, access to bathrooms and showers, laundry facilities, meals, services, and case management. Staying at a SOS has demonstrated to be a direct pathway to stability in as much as it provides a regular place to return, a comfortable, climate-controlled place to sleep, a secure space to store belongings, agency and ownership, and community support. Importantly, the SOS enables outreach workers and case managers to consistently locate the people they are assisting.

Following the COVID-19 pandemic, the City dedicated American Rescue Plan Act (ARPA) funds to increase emergency shelter options. The Governing Body passed resolution 2023-16 (https://santafenm.gov/media/ordinances_resolutions/2023-16_web.pdf), directing City staff to evaluate and coordinate the establishment of a managed non-congregate site. This site aims to provide unhoused individuals with a location to safely reside, have their basic human needs met, and connect them with community resources that will help them achieve long-term stability. As a result of the resolution, the City has purchased 25 © Pallet modular cabins to be used in a Safe Outdoor Space (SOS) pilot project that will provide a non-congregate shelter option for individuals experiencing unsheltered homelessness.

II. ELIGIBLE APPLICANTS AND ACTIVITIES

A. ELIGIBLE APPLICANTS

OWNER
The owner of the SOS must be 501c3 or faith organization and must own an establishment that is in conformance with the regulations of SFCC 14-6, Permitted Uses and Use Regulations and that will adequately support the proposed use. The owner is required to work with a licensed engineer and project manager to prepare the site to meet the needs of the SOS, including but not limited to utility planning, land development, shelter placement, amenity design, and implementation.

OPERATOR
The operator may be any entity that has a proven successful background and experience in providing the services described in the scope of work. Eligible applicants must have proven financial capacity and organizational experience to carry out the activities described in the application submitted.

B. ELIGIBLE ACTIVITES

OWNER

a. Provide a physical site on which up to twenty-five (25) ©Pallet Shelter (palletshelter.com) modular cabins, purchased and owned by the City, can be installed and operated.
b. Work with a licensed engineer and project manager to prepare the site on which the SOS will be constructed and maintain the site to meet standards according to code, service provider needs, and resident needs.

OPERATOR
Eligible activities include but are not limited to the following:

a. Direct care services
b. Case management
c. Housing navigation
d. Employment services
e. Meal provision
f. Veterinary services
g. Data collection
h. Evaluation
i. Community collaboration
j. Harm reductions services
k. Substance use and abuse services
l. Health services, physical and behavioral
m. Training and development
n. Security and 24/7 oversight of the SOS

III. SCOPE OF WORK

OWNER

Applicants must demonstrate their capability to provide the following services as described below: site preparation, design and layout, installation of required amenities, fulfillment of land use entitlement and permitting requirements, and any required upgrades to existing facility or property conditions needed to adequately support the proposed use. The selected applicant shall contract with a registered/licensed engineer and project manager to plan, design, and complete site preparation and other design and land use requirements of the project. The company Pallet will assume responsibility for erecting the shelters on the prepared site. The Owner shall work with a qualified project manager with experience on similar projects to oversee and coordinate the project requirements and build-out.

A. Specifications For Preparation, Design, And Layout:

a. SITE: © Pallet shelters can be placed on nearly any surface that is level and the shelters do not require foundation. SOSs have been built on parking lots, grassy lawns, sports fields, dirt lots, vacant property awaiting development, and other locations. Locations may be limited by terrain management requirements, zoning requirements or other restrictions.

b. WATER AND SEWER ACCESS: Sites will either have established connections to municipal water and sewer access, have plans to establish water and sewer access, or have plans to develop “off grid” solutions.

c. ELECTRICITY: Sites shall either have established connections to municipal electricity, have plans to establish municipal electricity, or have plans to develop “off grid” solutions to meet the electrical loads required for the proposed use.

d. SECURING TO GROUND: Shelters must be secured to the ground with connections certified by a licensed engineer.

e. HANDWASHING STATIONS: Provide enough handwashing stations to support a ratio of 1 station per 10 people.

f. BATHROOMS: Provide bathroom facilities to support a ratio of 1 bathroom per 10 people.

g. SHOWER FACILITES: Provide access to shower and hygiene facilities. If the site is UNABLE to provide shower facilities, indicate how you will work with a community partner to provide this mandatory amenity.

h. SPACING: A minimum of 10 feet between each shelter. Access driveways for emergency services vehicles, such as fire trucks and ambulances, shall also be planned into shelter spacing and arrangement.

B. Required amenities shall include but are not limited to:
   a. Waste receptacles and services which accommodate the number of proposed Pallet Shelters
   b. Site lighting
   c. Fencing
   d. Pet relief area
   e. Designated smoking area
   f. Food service area
   g. Trailer or space for services to be provided, including space for individual meetings between the provider and the client.
   h. Secure bike storage
   i. Access to potable water
   j. Site Maintenance
   k. © Pallet Shelter cleaning and maintenance
   l. Good Neighbor Agreement: the site owner must participate with the selected operator to create and facilitate a Good Neighbor Agreement which will encompass the SOS and the immediate surrounding community.
   m. Carry Liability Insurance up to $1,000,000.00.

C. Desired amenities include the following and may add weight to the overall application:
   a. Inclusion of the Lived Experience Advisory Board in the design of the SOS.
   b. Convenient access to public transportation

OPERATOR

Applicants shall provide the following services for the City. Deliver on-site services rooted in low-barrier shelter models to ensure that residents can dwell safely, comfortably, and with dignity by providing trauma-informed services that address the individual needs of residents and aim to quickly transition individuals into appropriate, sustainable housing. The selected applicant shall contribute to data collection to accurately capture the scope of homelessness in Santa Fe. Additionally, the selected applicant will work collaboratively with other service providers in the community, including via participation in community case-conferencing, to help residents meet their immediate health and social needs. The selected applicant shall develop and implement policies and procedures regarding site management, resident behavior, resident selection, and SOS rules. Policies should include responses to violations to ensure the safe, fair, and peaceful operation of the site. The selected applicant shall actively engage the surrounding community to create healthy relationships between the SOS and neighbors. Lastly, the selected applicant shall

participate in program evaluation in partnership with the City to evaluate the outcomes of the SOS pilot project.

D. Specifications For Creation of Policies and Procedures:
    a. POLICIES AND PROCEDURES: Develop site rules and operating procedures before the opening of the site. Rules shall be based on preventing conduct that harms the health and safety of others and consider trauma informed approaches and low barrier modeling. Policies and procedures should include at least the following:
        i. Day-to-day site operations including service provision.
        ii. Application and selection process for site users.
        iii. Intake process
        iv. Data collection process for persons utilizing site (HMIS/Built for Zero/Connect)
        v. Reasonable Accommodation process which includes pets.
        vi. Site User Violations Procedure that includes a formal notice process with specific information explaining misconduct and how it violated site rules.
        vii. Grievance process
        viii. Referral procedure to appropriate service/shelter alternatives if a resident must leave.
        ix. Job descriptions (including for volunteers)
        x. Development and implementation of a Good Neighbor Agreement before the opening of the site: the site operator must participate with the selected owner to create and facilitate a Good Neighbor Agreement which will encompass the SOS and the immediate surrounding community.

E. Specifications For Site Operations:
    a. SITE MANAGEMENT: Provide 24/7 staffing and security.
    b. PROPERTY MANAGEMENT: Provide oversight to ensure the site is well maintained, habitable, and safe.
    c. LITTER CONTROL: Ensure that the SOS, the fence line, and immediate surrounding space of the SOS remains free of litter.

F. Specifications For Services
    a. OUTREACH AND COORDINATION: Collaborate with service providers, local non-profit providers, hospitals/clinics, and other organizations to provide comprehensive services at the site.
    b. CASE MANAGEMENT: Provide intensive case management and housing navigation to quickly move residents into sustainable, permanent housing

while working on other goals and developing a support system to help maintain housing.

i. Ensure that every resident leaves the SOS with applicable benefits and documents. E.g., ID, birth certificate, social security card, housing voucher, SNAP.

c. CRISIS INTERVENTION: Provide de-escalation, crisis intervention, and creative problem solving to avoid negative interactions with law enforcement.

G. Specifications For Insurance:

a. Liability Insurance of up to $1,000,000.000

IV. FUNDING/AWARDS

For the FY24-FY25, a balance of $1,000,000 in ARPA funds is available. Applications will be reviewed, and funding recommendations will be made by an evaluation committee comprised of City staff and representatives from several City Committees/Commissions/Boards. Awards will be based on the applicant's demonstration of how the proposed project meets the City's priority of providing shelter solutions to those experiencing unsheltered homelessness and furthering the goal of ending homelessness.

The following criteria will be evaluated by the evaluation committee to make funding recommendations:

- Funding: the proposed project budget is realistic and includes a preliminary plan for funding of operations to continue past the one-year pilot period.

- Need/Benefit and Project Feasibility: the applicant demonstrates ability to address underlying/systemic challenges in the community, is responsive to current/future demand, and provides a realistic timeframe for the completion of proposed activities.

- Organizational Capability and Management: the applicant(s) adequately describes its organizational experience, expertise in the proposed type(s) of assistance or service and demonstrates financial soundness.

V. APPLICATION SEQUENCE OF EVENTS

Applications will be evaluated first by the Land Use Department to ensure feasibility of the proposed site location of the SOS. Should Land Use determine that the proposed site <u>is not</u> feasible, the landowner's application will be denied. The City project manager will contact the applicant directly to provide notice of the denied owner application. If applicants for the owner portion believe they have another viable piece of land, they may submit a new application up until the closing date of the application period. Should Land Use determine that the site <u>is</u> feasible, the application will move

forward to the evaluation committee. Applications will be reviewed as they are received to allow for quick awards once the response period has closed. Once the initial funding recommendation is made, the scope of work will be drafted, and the funding agreement considered by the City Council Committee process with final approval by the Governing Body. Applicants may alert the City as part of their response if they have any need or desire to modify agreement terms.

VI. QUESTIONS ABOUT THE APPLICATION PROCESS

All questions must be submitted via email to Program Manager (Brittany Rodriguez), Youth and Family Services, at bcrodriguez@santafenm.gov. Written responses to written questions will be posted on the City's website for the benefit of all applicants. A non-binding letter of interest **must** be emailed to Brittany Rodriguez, Program Manager. This will ensure that all prospective applicants receive notice of changes to this application process. The letter of interest is a simple note indicating that you intend to apply for funding, a brief description of the proposed project, and contact information for the organization.

VII. PRE-APPLICATION ORIENTATION

All interested applicants may attend the optional pre-application orientation session via Zoom. This meeting is to ensure understanding of the application process and requirements for funding. The virtual meeting will take place on July 20th, 2023, from 10:30 am to 12:30 pm. Please email bcrodriguez@santafenm.gov to receive meeting link. Spanish interpretation provided upon request. An archived recording of this information session will be made available on the City's website, along with a procurement library that contains links to useful resources.

VIII. APPLICATION SUBMISSION AND DUE DATE

Complete and signed applications are due to the Youth and Family Services Division no later than 5PM MDST/MST on August 25th, 2023. Applications must be electronically submitted via email to: bcrodriguez@santafenm.gov; Attn: Brittany Rodriguez_RFA23_75R_Application for Safe Outdoor Spaces

IX. APPLICATION FORMAT AND RESPONSE

A. All Applications shall contain a cover letter signed by the person who is empowered by the organization's governing body to make application for funds stating that the information provided is true and correct to the best of the Applicant's information, knowledge, and behalf. The letter must provide the contact name and information for the person responsible for the Application, the name of the Project and the amount of funds requested;
B. One original Application (Appendix A), together with all required attachments which describes the scope of the Project proposed by the Applicant and for which the Applicant is applying for funds, and which describes the type and/or amount of assistance which the Applicant proposes to provide to Persons Experiencing Unsheltered Homelessness.

C. Campaign Contribution Disclosure Form signed by person authorized to submit this Application on behalf of the organization. (Appendix C)
D. Documentation that the Applicant is duly organized in accordance with State or local law and is in good standing with any state authorities such as the Public Regulation Commission (e.g. Articles, Bylaws, and Certificate of Good Standing for a Corporation; Articles, Operating Agreement, and Certificate of Good Standing for a Limited Liability Company; partnership agreement and certificate of limited partnership for a partnership);
E. For non-profit organizations, proof of 501(c)(3) tax status and list of current board members.
F. Most recent independent financial audit and financial certifications, as follows, if applicable:
    - Evidence that the Applicant has a functioning accounting system that is operated in accordance with generally accepted accounting principles or has a designated entity that will maintain such an accounting system consistent with generally accepted accounting principles.
    - Evidence or certification that the Applicant has no significant outstanding or unresolved monitoring findings from the City of Santa Fe or its most recent independent financial audit; or if it has any significant outstanding or unresolved monitoring findings from the City of Santa Fe, or its most recent independent financial audit, it has a certified letter from the City of Santa Fe or the auditor stating that the findings are in the process of being resolved.
    - Organizational chart, including job titles and qualifications for the Applicant's employees who will be contributing toward or working on the ARPA-funded project as proposed. Job descriptions may be submitted as appropriate for new positions that will be funded.
    - If such Applicant cannot certify to each of the above, such Applicant shall submit a signed statement to explain the facts and circumstances which such Applicant believes will explain the lack of certification. The Governmental Entity and/or the MFA may then determine if such Applicant is or is not qualified.

X. EVALUATION FACTORS

Criteria	Weighted Value	Evaluation Points	Score	Max. Score
Section A. Need/Benefit and Project Feasibility • The application is responsive to current best practices and addresses the Scope of Work • Realistic timeframe for completion of proposed project/program activities • Prioritizes individuals experiencing unsheltered homelessness	50%			100
Section B. Budget and Funding Feasibility • Budget Narrative is detailed and complete.	20%			250

***Section C. Performance System/Work Plan-OWNER** • Detailed project timeline from award to site completion	30%			150
***Section C. Performance System/Work Plan-OPERATOR** • Describes detailed goals, objectives, and outcomes	30%			150
TOTAL	100%			500

* Score calculated independently for each the owner and operator

APPENDIX A
LEGAL LOT OF RECORD INFORMATION SHEET

Legal Lot of Record

The Santa Fe City Code, Section 14-12.1, defines a "legal lot of record" as follows:
“A lot that was created prior to the date of any applicable provision of law that required the lot to be approved as part of a subdivision, or that has been created as part of a subdivision created in accordance with all applicable laws or ordinances, or that has been created by a court order as provided in Section 14-3.7(A)(6), or for which a certificate of compliance has been issued pursuant to Section 14-3. 7 (A) (7) (b). The lot must be shown on a duly recorded plat or other written instrument that adequately describes the lot, that is recorded with the county clerk, and that documents compliance with this definition.”

Under the City's interpretation of this definition, to constitute a "legal lot of record," the lot:

1. Must be shown or described on a plat or other written instrument that adequately describes the lot and that has been recorded with the Santa Fe County Clerk; AND
2. Must have been created through one of the following four methods:
    a. Part of a subdivision approved by the City;
    b. Established before December 5, 1962;
    c. Established by court order entered under Chapter 42 of the NMSA 1978; or
    d. Described in a certificate of compliance issued by the land use director or the Planning Commission.

The City will recognize lots created before December 5, 1962, because that was the effective date of Ordinance No. 1962-19 (An Ordinance Relating to Zoning and Providing for its Enforcement), which the Governing Body approved on November 28, 1962. The ordinance set forth minimum lot size requirements, among other things, and provided that a lot established after that date must meet the requirements of the ordinance. The City's long-standing practice has been to recognize a lot that was created by a deed recorded prior to the effective date of Ordinance No. 1962-19, regardless of whether the lot received City approval.

Any lot created prior to that 1962 is considered a legal lot and if filed in the office of the County Clerk, is a lot of record. A legal lot created prior to 1962 may not always comply with current standards. This type of lot is still legal, just nonconforming i.e. it is grandfathered or has legacy status.

A legal non-conforming lot enjoys all the benefits of development as its counterpart with one small caveat: some legal non-conforming lots may have development constraints due to configuration and size or existing conditions as it relates to land and/or structures.

Any lot created after 1962 must have obtained City approvals (which would be listed on the plat of survey) for its creation to be legal and then filed in the Office of the County Clerk making it a lot of record.

There are four methods to prove that a lot is legal;

1. Plat of survey with City signatures of approval;

   The City signature block should not be confused with the County Clerk recording stamp and seal. The recording stamp will contain the date, time, plat book, page number, instrument number and County Clerk Seal when the plat was made part of the public records. The City signature block contains signatures of a city planner, subdivision engineer and possibly various other signatures depending on the plat approval process such as City Council, Planning Commission or Public Works.

2. Plat of survey that shows the lot in question predates the Code (September 30, 1962);

3. A warranty deed that describes the property in question in its current boundary configuration that predates the Code (September 30, 1962).

   For items 2 and 3 above, the plat and deed will not likely contain a City signature block but only the County Clerk recording stamp and Seal, and only if it was recorded and made part of the County Clerk records.

4. Provide documentation listed above for all adjoining properties identifying the lot as legal by exclusion.

   Documentation must be provided demonstrating all legal lots which share a property line(s) with the subject property. With this method, it must be shown that all property lines are either City approved or legal non-conforming (established before September 30, 1962) creating a legal lot by exclusion.

All documents required for proving Legal Lot of Record are filed with Santa Fe County. Please contact the Office of the County Clerk to request a copy of any of the above documents.

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §§ 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a application is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, § 13-1-181 or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, § 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR APPLICATIONS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed application or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive application.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for applications and ending with the award of the contract or the cancellation of the request for applications.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed application process set forth in the Procurement Code [NMSA 1978, §§ 13-1-28 through 13-1-199] or is not required to submit a competitive sealed application because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:_____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

APPENDIX C
CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Application.

In addition to the OWNER and OPERATOR, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Owner/Operator and known key personnel needs to describe the conflict.

The Owner/Operator agrees that, if after award, an organizational conflict of interest is discovered, the Owner/Operator makes an immediate and full written disclosure to the City that includes a description of the action that the Owner/Operator has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Owner/Operator was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Non-Congregate Solutions to Unsheltered Homelessness. For the duration of this firm's involvement in the Non-Congregate Solutions to Unsheltered Homelessness- Safe Outdoor Space contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Non-Congregate Solutions to Unsheltered Homelessness contract.

I certify that this firm will keep all Non-Congregate Solutions to Unsheltered Homelessness

contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Non-Congregate Solutions to Unsheltered Homelessness contract. I understand that if this firm leaves this Non-Congregate Solutions to Unsheltered Homelessness contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Non-Congregate Solutions to Unsheltered Homelessness contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Non-Congregate Solutions to Unsheltered Homelessness contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPLICATION COVER PAGE- FY 2024 City of Santa Fe- American Rescue Plan Act Funding	
Name of Applying Owner or Operator:	
Name of Executive Director:	
Name of Board President:	
Contact Information of Person Submitting Request Name: _____ Address: _____ Phone: _____ Email: _____	
Fiscal Agent (if applicable):	
Activity being requested for Funding:	❑ OWNER ❑ OPERATOR
Brief Program or Service Description:	
Check which Category Describes your organization: ☐ Private Non-Profit ☐ For-Profit ☐ Public Agency ☐ Religious Institution	
(SAM.gov) FED UEI #	
Business Registration #	
Tax ID #	
State CRS #	

Amount of ARPA funding requested for Activity	$
Funding from other sources	$
Total budget of Activity	$

To the best of my knowledge and belief, all data in this application is true and correct. If funded, I certify that the Applicant Organization is willing and able to adhere to the ARPA program policies and procedures specified by the City of Santa Fe. Further, I understand there is not a commitment of funding until the City of Santa Fe and the individual authorized to execute contracts on behalf of the Applicant Organization has signed an ARPA subrecipient agreement.

Authorized Signature	Title	Date

SECTION A: ACTIVITY TO BE FUNDED

A.1 Briefly describe the Activity you are requesting to fund with City of Santa Fe ARPA. Attach additional pages if needed.

A.2 Why is this Activity needed? Does it address a gap? Describe the degree of need, or the severity of a problem including cause, extent, location, frequency, and duration that will be addressed by the project. Provide a description of service gaps the activity fills in the community. Attach additional pages if needed.

A.3 What steps or phases must be taken to complete the Activity? (Provision of services, engineering/design, advertising, bidding, contract award, construction, etc.)? Briefly describe the work plan in this section, a detailed work plan worksheet is included in Section D of this application. Attach additional pages if needed.

A.4 Describe the population that the Activity will serve and how this population will be served. Describe the outreach and recruitment activities which will be conducted to make the proposed activity services known and accessible to the targeted population. Please include the geographic scope and other methods related to these outreach and recruitment activities. Please address how the Good Neighbor Agreement will be created. Attach additional pages if needed.

A.5 Estimate the total number of unsheltered persons that will benefit from the ARPA funded portion of this Activity: _____

A.6 Indicate the unsheltered population(s) you anticipate serving.				
Severely Disabled	**Chronically Homeless**	**Elderly**	**Veterans**	**Persons with AIDS**

Please indicate how may additional pages are attached for this section: _____

SECTION B: BUDGET

B1. Please complete the Budget Worksheet to identify the budgeted expenses including contractual services, personnel services, materials and supplies, real property expenses and other expenses. Indicate budget line items that will be covered by ARPA funds. Indicate total project cost that incorporates the total ARPA request and what funds or services, if any, the sponsor and/or other agencies will contribute. Also enter other *committed* funding sources (committed funds are funds available or which will be available to fund the Activity during the initial year of the project). Please be as accurate as possible. Should your organization be awarded funding, a revised budget (as needed) will become an Addendum to the ARPA Contract. Please include additional pages if needed.

Project Budget Worksheet

*Note that this budget will be used as an addendum to the grant agreement with the City.

EXPENSES			
EXPENSE CATEGORIES	**DETAILS**	**TOTALS**	**COVERED BY ARPA?**
Contractual Services		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Contractual Subtotal	$	
Personnel		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Personnel Subtotal	$	
		$	
		$	

Equipment and Supplies		**$**	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Equipment/Supplies Subtotal	**$**	
Real Property (e.g., land, permanent structures, landscaping, roads)		**$**	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Real Property Subtotal	**$**	
Other Expenses		**$**	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Other Expenses Subtotal	**$**	
	BUDGET TOTAL	**$**	

Please indicate how may additional pages are attached for this section: _____

FUNDING SOURCES					
TYPE OF FUNDING		SOURCE/ AMOUNT	SOURCE/ AMOUNT	SOURCE/ AMOUNT	TOTALS
1.	State funds (i.e. MFA, DFA)				$
2.	Other Organizational resource (includes in-kind), philanthropic				$
3.	Private funds (includes out of pocket costs of beneficiary)				$
				FUNDING SOURCES TOTAL	$

BUDGET SUMMARY	
TOTAL BUDGET	$
TOTAL AMOUNT FROM OTHER FUNDING SOURCES	$
TOTAL AMOUNT OF REQUESTED ARPA FUNDS	$

B.2 If you are proposing to utilize ARPA funds to pay for staff costs, please list each position title and the percentage of their salary and benefits that will be funded by ARPA. Depending on the Activity, listing this information does not guarantee the position will be funded by ARPA as it may not be eligible.

ARPA FUNDED PERSONNEL		
Position Title	New (Y/N)	% salary & benefits paid for with ARPA

Please indicate how may additional pages are attached for this section: _____

SECTION C: OPERATOR WORK PLAN

*** If you are applying independently as a site OWNER without an OPERATOR partner, please leave this section blank and only complete Section D.**

Performance Measurement System

The implementation of the outcome performance measurement system will enable the City to collect information on the outcomes of activities funded through ARPA. This data will provide the City with the information to show the results and benefits of the expenditure of federal funds. If funded, the following performance measures will be written into the contract Scope of Services.

The performance measurement system consists of four main components:

- **Goals** – What is the goal of your program, and how does it fit within the resolution for providing non-congregate shelter to unsheltered homeless individuals by means of an SOS?
- **Objectives** – Objectives are framed broadly to capture a range of community impacts that occur because of program activities.
- **Outcomes** – Helps further refine the grantee's objective and is designed to capture the nature of the change or the expected result of the objective that a grantee seeks to achieve. Outcomes correspond to the questions: What type of change is the activity seeking? Or what is the expected result of the activity?
- **Indicators –** The system requires the grantee to report on data elements for nearly all program activities and must receive the information from the subrecipients. Reports on indicators that address the following areas a will be required:
    - Housing Activities
    - Public Services
    - Public Facilities and Improvements
    - Data Systems Usage (HMIS, CE, Connect, Built for Zero)

Use the following worksheet to describe program goals, objectives, outcomes, and indicators. Use as many worksheets as necessary to capture the full scope of the program.

Please indicate how may pages are attached for this section: _____

Operator Work Plan
Goal # ___:
Objective: **Outcome:** **Indicator:**
Goal # ___:
Objective: **Outcome:** **Indicator:**
Goal # ___:
Objective: **Outcome:** **Indicator:**
Goal # ___:
Objective: **Outcome:** **Indicator:**

SECTION D: OWNER WORK PLAN

*** If you are applying independently as a site OPERATOR without an OWNER partner, please leave this section blank and only complete Section C.**

C.1 If you are proposing to utilize ARPA funds to develop the SOS site, please complete the following Preliminary Zoning Request. Site owners must work with an engineer and project manager/contractor to produce a detailed timeline, a conceptual draft of the proposed development, and a detailed description of the proposed activities.

Address of Proposed Site: _____

Contact Information of Person Completing Application
Name: _____
Address: _____
Phone: _____
Email: _____

Contact Info for Project Manager/Contractor
Name: _____
Address: _____
Phone: _____
Email: _____

Contact Information for Engineering Company
Name: _____
Address: _____
Phone: _____
Email: _____

Contact Information for Person/Agency Completing Preliminary Zoning Request:
Name: _____
Address: _____
Phone: _____
Email: _____

Ensure the application has the following attached:

- ❑ Preliminary Zoning Request
- ❑ Legal Lot of Record
- ❑ Development Plan
- ❑ Existing Site Plan
- ❑ Proposed Site Plan
- ❑ Project Schedule

Please indicate how may pages are attached for this section: _____

C.2 Preliminary Zoning Request (PZR). A $150.00 fee must be included with this application to process the PZR through the Land Use Department. Contact zoningcounter@santafenm.gov to begin the request process. The following documentation must be sent to the Land Use Zoning Counter in addition to the PZR: legal lot of record, development plan, existing site plan, proposed site plan. Please submit this portion of the application as soon as possible to both the Program Manager and the Zoning Counter, even if the rest of the application is in progress. Zoning requests will be evaluated as they are submitted to allow the City to promptly inform applicants if their site is viable.

- The following documentation must be sent to the Land Use Zoning Counter in addition to the Preliminary Zoning Request:
  - Legal lot of record
  - Development plan
  - Existing site plan
  - Proposed site plan.

- Applicants can determine their zoning district through the City's interactive GIS webpage at: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=70f250f3a085457da9a3d56b103276dc

- Applicants can determine if they are in an escarpment or flood zone through the City's interactive GIS webpage at: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=d6118aa81d9a4fab9809c37b250b34d5

Please submit this portion of the application as soon as possible to both the Program Manager and the Zoning Counter, even if the rest of the application is in progress. Zoning requests will be evaluated as they are submitted to allow the City to promptly inform applicants if their site is viable.

Program Manager: bcrodriguez@santafenm.gov

Land Use Zoning Counter: zoningcounter@santafenm.gov

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:	**Site Address:**
Date Submitted:	
Property Owner of Record:	**Proposed Construction Description:**
Applicant/Agent Name:	
Contact Person Phone Number: ( ) -	**TOTAL ROOF AREA:**

Zoning District:_____

Overlay: □ Escarpment _____
□ Flood Zone*
□ Other: _____

Submittals Reviewed with PZR:
□ Legal Lot of Record □ Development Plan □ Building Plans □ Existing Site Plan □ Proposed Site Plan □ Elevations

Supplemental Zoning Submittals Required for Building Permit:
□ Zero Lot Line Affidavit

Access and Visibility: □ Arterial or Collector**
□ Visibility Triangle Required

Use of Structure: □ Residential
□ Commercial Type of Use: _____

Terrain: □ 30% slopes_____

* Requires an additional review conducted by Technical Review Division.
** Requires an additional review conducted by the Traffic Engineering Division.

Lot Coverage :_____%
□Open Space Required:_____

Setbacks:
Proposed Front: _____ Minimum: _____
2nd Front? _____
Proposed Rear: _____ Minimum: _____
Proposed Sides: L___R___ Minimum:____

Height: Proposed _____
Maximum Height: _____ or
□ Regulated by Historic Districts Ordinance
□ Regulated by Escarpment District

Parking Spaces:
Proposed_____ Accessible_____
Minimum:_____

Bicycle Parking**:
Proposed:_____ Minimum:_____
** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

_____ **[□OWNER □APPLICANT □AGENT]**
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

SIGNATURE **DATE**

To Be Completed By City Staff:

Additional Agency Review if Applicable:
□ Escarpment Approval by _____ Date: ___/___/___
□ Flood Plain Approval by _____ Date: ___/___/___
□ Traffic Engineering Approval by _____ Date: ___/___/___
Notes: _____

Zoning Approval:
□**Preliminary Approval** □**with conditions** □ **Rejected**
Comments/Conditions:_____
_____

REVIEWER: _____ **DATE:** ___/___/___

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.

Revised 20 November 2020

RODRIGUEZ, BRITTANY C.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, April 25, 2023 4:12 PM
To: RODRIGUEZ, BRITTANY C.
Cc: SANCHEZ, JULIE J.
Subject: Re: First Right of Refusal- City of Santa Fe PROFESSIONAL SERVICES

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 25, 2023 at 3:40 PM RODRIGUEZ, BRITTANY C. <bcrodriguez@santafenm.gov> wrote:

> Hello,
>
> I have been advised that Horizons has right of first refusal for the following solicitation: Non-Congregate Solutions to Unsheltered Homelessness. Please see the scope of work below:

The Division is seeking a determination on the below scope of work for support services and the development of Safe Outdoor Space (SOS). ARPA funds have been allocated for this project to support solutions to unsheltered homelessness. Contracts may be multi-year depending on how quickly funds are spent down, per federal guidance ARPA funds must be allocated by 2024 and expended by 2026. Please advise.

Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exemption status under Section 501c3 of the Internal Revenue Code, or to applicants whose programs are covered by a fiscal agent that meets these requirements. Applicants must have proven financial capacity and organizational experience to carry out the activities described below and, in the proposal, submitted to receive a VAB allocation. The Youth and Family Services Division has identified up to $1,000,000 in American Rescue Plan Act (ARPA) funding for the setup and initial operation of a site, the ARPA funding must be spent down by December 2024 but may extend to December 2026. Depending on the budget additional funding may become available. Eligible agencies may apply for one or both opportunities. Multiple awards may be given out for the supportive services, but only one award will be granted for site development.

A. *OPERATOR – SUPPORT SERVICES FOR SOS OCCUPANTS*

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- *Support Services*

To address the issue of unsheltered homelessness, The City of Santa Fe has directed staff to evaluate and coordinate the establishment of a managed non-congregate site to provide unhoused individuals with a location to safely reside, have basic human needs met, and connect individuals with community resources that lead to long-term stability. The City is seeking respondents to serve as the Primary Provider and manager of the site. The City is interested in learning about interest and capacity in meeting the homeless service needs for a non-congregate shelter that are low-barrier, Housing First, and provide opportunities for connecting services. The Provider may sub-contract for services not provided by the primary contractor. No duplication of services shall be funded. The Provider must detail the services provided, the services sub provided, and the overall integration approach and plan.

The Selected Respondent is responsible for arranging timely commencement and completion of the Project and will be held accountable for the schedules agreed upon with the City. The Selected Respondent will be required to submit ongoing status reports.

The Selected Respondent will utilize funds to supplement a current position or create new positions to assist individuals sheltering at the SOS, provide basic material goods, and provide 24/7 supervision of the site. The applying agency will have the ability to enter data into HMIS and be able to collaborate with local nonprofits, health providers and other organizations for care coordination for participants. If the operator being contracted with exists at an already

established agency, they should include new and unduplicated clients, with a priority to those who are unsheltered and not connected with a service provider.

B. *OWNER – SITE HOST*

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- *Development of SOS Site*

The Selected Respondent will have the capacity to develop a site plan, noting any grading, electrical inlay, or site modifications and their cost needed to implement the SOS site. The City will work with the OWNER to ensure that proper site preparation, design and layout, and land use permitting processes are completed once the qualifying OWNER is selected by the City. The City will oversee the installation of structures (performed by Pallet Corporation) to ensure compliance with its contractual obligations. Depending on the characteristics of the site, the City may construct or hire an outside contractor to construct the infrastructure required to support the shelter village including all required utility connections. The City will work with the OWNER to ensure that all responsibilities regarding the site preparation and installation requirements are met, according to structure specifications.

I look forward to your response.

Sincerely,

Brittany Rodriguez, MPH

Youth and Family Services Program Manager – Homeless Services

Community Health and Safety Department

Youth and Family Services Division

City of Santa Fe

(505) 955-6913

bcrodriguez@santafenm.gov



*Disclaimer: This message and any attachments are intended for the use of the addresses(s) only and may be confidential and/or legally privileged. If the reader is not the intended recipient, DO NOT READ, notify sender and delete this message. In addition, be aware that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. The contents of this message, while possibly falling under the exceptions of the Inspection of Public Records ACT [NMSA Chapter 14, Article2] may be subject to inspection by the public.

Signature: Maria E. Tucker

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

Signature: Kyra Ochoa (Dec 1, 2023 12:29 MST)

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

Signature:

Email: tkduttonleyda@santafenm.gov

Signature:

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

Memo_The Life Link

Final Audit Report 2023-12-01

Created:	2023-12-01
By:	Brittany Rodriguez (bcrodriguez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAebwU5H4muNcPWfq7M_JeN0lgvaxqUFd0

"Memo_The Life Link" History

Document created by Brittany Rodriguez (bcrodriguez@santafenm.gov)
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2023-12-01 - 7:36:00 PM GMT

Document canceled by Brittany Rodriguez (bcrodriguez@santafenm.gov)
2023-12-01 - 10:19:24 PM GMT

Powered by Adobe Acrobat Sign

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

BUSINESS REGISTRATION

Business Name: LIFE LINK THE
DBA: LIFE LINK THE

Business Location: 2325 CERRILLOS RD
SANTA FE , NM 87505

CRS Number: 02-097780-00-8

Owner: LIFE LINK THE

License Number: 29352

License Type: Business License - Renewable

Issued Date: December 13, 2022

Classification: Business Registration - Standard

Expiration Date: December 13, 2023

Fees Paid: $35.00

LIFE LINK THE
PO BOX 6094
SANTA FE , NM 87502

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

Item#_____
Munis Contract# _____

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE LIFE LINK
FOR SERVICES

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

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the **first** statutory category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate; and

WHEREAS, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

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. "Subrecipient" means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

D. "You" and "your" refers to **The Life Link.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

E. "Good Neighbor Agreement" means a collaborative working agreement created by the site owner, service provider, and neighbors, including, at a minimum, owners and/or occupants of residences and businesses directly across from the SOS on Old Pecos Trail, Arroyo Chamiso Road, and St. Michaels Drive.

2. **Scope of Work**

The contractor agrees to perform the work as follows:

A. Submit to the City, before operations begin, a final draft of policies and procedures which encompass the Safe Outdoor Space (SOS) site rules and operating procedures including:
    a. Day to day operations and services
    b. Application and Selection Process of Applicants
    c. Intake and Participation Agreement
    d. Data Collection
    e. Reasonable Accommodations
    f. Disciplinary Action for Violations against Participation Agreement
    g. Grievance Process
    h. Referral Procedure if the client is asked to leave the program.
    i. Job descriptions for staffing of the SOS.
    j. Good Neighbor Agreement

B. Provide 24/7 staffing to the SOS documented as follows:
    a. Staff on the payroll must be directly involved in the daily operations of the safe outdoor space.
    b. Time sheets and activity reports are required and the number of hours on the payroll must match the timesheets.

c. Activity reports must delineate the activities of daily operations, as outlined in Appendix A. Eligible activities include:
    i. Outreach
    ii. Case Management (goal setting, accessing basic needs, referrals to outside services, transportation to appointments)
    iii. Housing Navigation (voucher applications, apartment showings, housing applications, housing assessments, rental assistance)
    iv. Assessment (VI-SPDAT, Treat First, DLA)
    v. Administration (contract management, staffing)
    vi. Life Skills Training (DLA activities)
    vii. Employment (supportive employment, job applications, resume building, social security applications if employment is not an option)
    viii. Security

C. Provide services including emergency shelter, case management, housing navigation, assessment, skills training, employment, and security.
D. Use CONNECT/Unite Us for Case Management referrals.
E. Serve a minimum of 40 unsheltered adult households in the first year of operations.
F. Participate in the NM Coordinated Entry System (CES), Community Case Conferencing, HMIS and Quality Data Improvement, managed by the New Mexico Coalition to End Homelessness (NMCEH).
    a. Ensure all staff are trained in completing the VI-SPDAT and navigating the CES.
    b. Ensure, at minimum, case management staff are licensed and trained in HMIS.
    c. Complete a VI-SPDAT for every person staying at the SOS.
    d. Participate fully in weekly case conferencing, taking a strong advocacy role to appropriately house individuals from the SOS.
    e. Participate fully in quality improvement activities including outreach, data collection and community collaboration.
G. Report to the city on a quarterly basis on the use of ARPA funds, program outcomes achieved and specifying eligibility of people served using forms provided in Appendix B.
H. Facilitate weekly meetings with the Site Owner to review:
    a. Unit Maintenance
    b. Property Maintenance
    c. Owner, operator, guest, and neighborhood concerns
    d. Coordination of Services
I. Conduct Outreach to identify and engage individuals who are unsheltered and work to assess and refer them to the Safe Outdoor Space as well as added to CES.
J. Provide ongoing training and development to site staff including, but not limited to, trauma-informed care, crisis intervention and de-escalation, housing first and harm reduction practices.

B. Performance measures. The disproportionately impacted population this project will serve are unsheltered homeless individuals who are unable or unwilling to stay in congregate shelters due to fear of contracting COVID 19 and/or the inability/unwillingness to be vaccinated against the virus, which is a requirement for even the lowest barrier shelters.

C. The Life Link understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds.

3. **Compensation**

The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables outlined in the Scope of Work. The total compensation under this Agreement shall not exceed $440,192.00, including New Mexico gross receipts tax. 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 services, in excess of the total compensation amount being provided.

C. Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. 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. Payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

F. The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, if the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in

Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. **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 December 31st, 2024. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. **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.

6. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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.*

7. 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.

8. 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.

9. Assignment

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

10. Subcontracting

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **Records and Audit**

During the term of this Agreement and for five 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.

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **New Mexico Tort Claims Act**

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

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **Insurance**

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and

property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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 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.

40. **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:

Youth and Family Services Division

Brittany Rodriguez, Program Manager

PO Box 909

Santa Fe, New Mexico, 87504-0909

bcrodriguez@santafenm.gov

To the Contractor:

The Life Link

Michael DeBernardi, CEO

2325 Cerrillos Road, Santa Fe, NM

drdebernardi@thelifelink.org

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.

41. **Succession**

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

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

THE LIFE LINK:

_____

MICHAEL DeBERNARDI, CEO

DATE: Nov 30, 2023

CRS# 02-097780-00-8

Registration # 29352

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 1, 2023 18:07 MST)

EMILY OSTER, FINANCE DIRECTOR

510400/2400122

The Life Link
2325 Cerrillos Rd
Santa Fe, NM 87505

Time Card

Date	Action	Shift		Job	Lab	Hours	Regular	OT	Total Paid	Unpaid
11/10/2023	Work	08:00 AM	12:00 PM	OUTREACH ARPA FUNDED	2000 City of SF Encapments	4.00	4.00		4.00	
11/10/2023	Self Care Time	01:00 PM	05:00 PM	SITE ADMIN ARPA FUNDED	2000 City of SF Encapments	4.00	4.00		4.00	
11/13/2023	Work	08:00 AM	04:00 PM	SECURITY ARPA FUNDED	1000 PETESP	8.00	8.00		8.00	
11/14/2023	Work	08:00 AM	04:00 PM	CASE MANAGEMENT ARPA FND	2000 City of SF Encapments	8.00	8.00		8.00	
11/15/2023	Work	08:00 AM	04:00 PM	LIFE SKILLS ARPA FUNDED	2000 City of SF Encapments	8.00	8.00		8.00	
11/16/2023	Work	08:00 AM	10:00 AM	ASSESSMENT ARPA FUNDED	2000 City of SF Encapments	2.00	2.00		2.00	
11/16/2023	Work	10:00 AM	04:00 PM	EMPLOYMENT ARPA FUNDED	2000 City of SF Encapments	6.00	6.00		6.00	
11/17/2023	Work	08:00 AM	12:00 PM	HOUSING NAV ARPA FUNDED	2000 City of SF Encapments	4.00	4.00		4.00	
11/17/2023	Work	01:00 PM	05:00 PM	CASE MANAGEMENT ARPA FND	2000 City of SF Encapments	4.00	4.00		4.00	
11/20/2023	Sick	08:00 AM	04:00 PM	SITE ADMIN ARPA FUNDED	2000 City of SF Encapments	8.00	8.00		8.00	
11/21/2023	Sick	08:00 AM	10:00 AM	SITE ADMIN ARPA FUNDED	2000 City of SF Encapments	2.00	2.00		2.00	
11/21/2023	Sick	08:00 AM	02:00 PM	SITE ADMIN ARPA FUNDED	2000 City of SF Encapments	6.00	6.00		6.00	
11/22/2023	Birthday	08:00 AM	04:00 PM	SITE ADMIN ARPA FUNDED	2000 City of SF Encapments	8.00	8.00		8.00	
11/23/2023	Holiday	08:00 AM	04:00 PM	SITE ADMIN ARPA FUNDED	2000 City of SF Encapments	8.00	8.00		8.00	

Totals	Regular	OT	Paid	Unpaid
Work	44.00		44.00	
Self Care Time	4.00		4.00	
Sick	16.00		16.00	
Birthday	8.00		8.00	
Holiday	8.00		8.00	
Totals	80.00	0.00	80.00	0.00

Filter - Custom

Created - 11/28/2023 01:23 PM

Job Costing / Labor Distribution Totals

Code	Name	Hours
OUTRE / 2000	OUTREACH ARPA FUNDED / 2000 City of SF Encapments	4.00
SITE / 2000	SITE ADMIN ARPA FUNDED / 2000 City of SF Encapments	36.00
SECUR / 1000	SECURITY ARPA FUNDED / 1000 PETESP	8.00
CASE / 2000	CASE MANAGEMENT ARPA FND / 2000 City of SF Encapments	12.00
LIFE / 2000	LIFE SKILLS ARPA FUNDED / 2000 City of SF Encapments	8.00
ASSES / 2000	ASSESSMENT ARPA FUNDED / 2000 City of SF Encapments	2.00
EMPLC / 2000	EMPLOYMENT ARPA FUNDED / 2000 City of SF Encapments	6.00
HOUSI / 2000	HOUSING NAV ARPA FUNDED / 2000 City of SF Encapments	4.00
	Totals	80.00

Appendix B

American Rescue Plan Act – Solutions to Non-congregate Shelter- Safe Outdoor Space
July 1, 2023 through December 30, 2024

This form is used to track the Performance Metrics the City is required to report to the US Department of Treasury.

Outreach. The operator, or service provider, will conduct outreach to unsheltered individuals to prioritize them for the Safe Outdoor Space. ***Please briefly describe outreach efforts, noting any changes in policies and procedures***.

Enter description, explanation, updates, etc. here.

Demographics. Please indicate how many unduplicated people were sheltered at the Safe Outdoor Space and their income, disability, homeless status, age, gender, and race.

NUMBER OF PEOPLE SERVED (UNDUPLICATED)	

Income	# of residents
income from ANY source	
ZERO income	

Disability	# of residents
Physical	
Mental Health	
Substance Abuse	

Homeless Status (upon entry) *	# of residents
Chronic (a year or more)	

Less than one year	

*Verifying documentation not required.

Age	# of residents
25-34	
35-44	
45-54	
55+	

Gender	# of residents
Male	
Female	
Non-binary	
Transgender	

Race	# of residents
White	
Black	
American Indian or Alaskan Native	
Native Hawaiian or other Pacific Islander	
Asian	

Ethnicity	# of residents
Hispanic/Latin(x)	
Not Hispanic/Latin(x)	

Housing Placement.

Please provide a breakdown of the total number of clients who exited the program and their destination.

Housing Destination	# of residents
Permanent Housing- independent (rental)	
Permanent Housing- with a voucher or subsidy (rental)	
Permanent Supportive Housing (PSH) with voucher or subsidy	
Permanent Supportive Housing (PSH) no voucher	
Transitional Housing	
Senior Housing- independent	
Senior Housing- with voucher or subsidy	
Jail	
Returned to Homelessness	

I _____ (Name and Title), hereby affirm that the information provided in this report is true and correct to the best of my knowledge.

All relevant supporting client documentation is on file in a secured location and available for review by City staff upon request.

_____ _____

(Signature) (DATE)

_____

(Print Name)

Reviewed and Approved by:

_____ _____

(Signature) (DATE)

Program Manager, City of Santa Fe

Life Link - Community Serv_BR FinalNegotiation Edits (002)

Final Audit Report 2023-11-30

Created:	2023-11-29
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWwVRdK0d-iwloAyE7pXY6YP3G3VxpmiG

"Life Link - Community Serv_BR FinalNegotiationEdits (002)" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2023-11-29 - 11:10:59 PM GMT- IP address: 63.232.20.2

Document emailed to ramnukherrmann@santafenm.gov for signature
2023-11-29 - 11:11:23 PM GMT

Email viewed by ramnukherrmann@santafenm.gov
2023-11-29 - 11:14:03 PM GMT- IP address: 174.218.20.138

Signer ramnukherrmann@santafenm.gov entered name at signing as Rebecca Ann Mnuk-Herrmann
2023-11-30 - 3:27:58 AM GMT- IP address: 63.232.20.2

Document e-signed by Rebecca Ann Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2023-11-30 - 3:28:00 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-11-30 - 3:28:00 AM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Ed Risley PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS: erisley@danielsinsuranceinc.com
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: New Mexico Premier Insurance Com 13675 INSURER B: ACE Property and Casualty Insura 20699 INSURER C: Ace American Insurance Company 22667 INSURER D: Travelers Casualty and Surety 19038 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 35172 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			SVRD37800545001	12/01/2022	12/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CALH0861555A001	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6145.133	11/27/2022	11/27/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Services			OGLG25507411001	12/01/2022	12/01/2023	Limit	$ 1,000,000
D	Crime			105649125	11/01/2022	11/01/2023	Employee Theft	$ 400,000

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item#_____
Munis Contract# _____

RECOVERY FUNDS SUBRECIPIENT
CONTRACT BETWEEN CITY OF SANTA FE AND THE LIFE LINK
FOR SERVICES

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

RECITALS

WHEREAS, the City, as a recipient of a State and Local Fiscal Recovery Funds (SLFRF) award, has substantial discretion to use the award funds in the ways that best suit the needs of the City if such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the recipient that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; or
4. To make necessary investments in water, sewer, or broadband infrastructure;

WHEREAS this Contract falls within the **first** statutory category;

WHEREAS, recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable;

WHEREAS, the Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate; and

WHEREAS, Subrecipients under the SLFRF program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the SLFRF award on behalf of the recipient.

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. "Subrecipient" means an entity, usually but not limited to non–Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. 2 C.F.R. § 200.1

D. "You" and "your" refers to **The Life Link.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The contractor agrees to perform the work as follows:

A. Submit to the City, before operations begin, a final draft of policies and procedures which encompass the Safe Outdoor Space (SOS) site rules and operating procedures including:
    a. Day to day operations and services
    b. Application and Selection Process of Applicants
    c. Intake and Participation Agreement
    d. Data Collection
    e. Reasonable Accommodations
    f. Disciplinary Action for Violations against Participation Agreement
    g. Grievance Process
    h. Referral Procedure if the client is asked to leave the program.
    i. Job descriptions for staffing of the SOS.
    j. Good Neighbor Agreement

B. Provide 24/7 staffing to the SOS documented as follows:
    a. Staff on the payroll must be directly involved in the daily operations of the safe outdoor space.
    b. Time sheets and activity reports are required and the number of hours on the payroll must match the timesheets.
    c. Activity reports must delineate the activities of daily operations, as outlined in Appendix A. Eligible activities include:
        i. Outreach
        ii. Case Management (goal setting, accessing basic needs, referrals to outside services, transportation to appointments)

iii. Housing Navigation (voucher applications, apartment showings, housing applications, housing assessments, rental assistance)
iv. Assessment (VI-SPDAT, Treat First, DLA)
v. Administration (contract management, staffing)
vi. Life Skills Training (DLA activities)
vii. Employment (supportive employment, job applications, resume building, social security applications if employment is not an option)
viii. Security

C. Provide services including emergency shelter, case management, housing navigation, assessment, skills training, employment, and security.
D. Use CONNECT/Unite Us for Case Management referrals.
E. Provide on-site security, in addition to at least one (1) support staff member, during overnight hours.
F. Serve a minimum of 100 unsheltered adult households in the first year of operations.
G. Participate in the NM Coordinated Entry System (CES), Community Case Conferencing, HMIS and Quality Data Improvement, managed by the New Mexico Coalition to End Homelessness (NMCEH).
    a. Ensure all staff are trained in completing the VI-SPDAT and navigating the CES.
    b. Ensure, at minimum, case management staff are licensed and trained in HMIS.
    c. Complete a VI-SPDAT for every person staying at the SOS.
    d. Participate fully in weekly case conferencing, taking a strong advocacy role to appropriately house individuals from the SOS.
    e. Participate fully in quality improvement activities including outreach, data collection and community collaboration.
H. Report to the city on a quarterly basis on the use of ARPA funds, program outcomes achieved and specifying eligibility of people served using forms provided in Appendix B.
I. Facilitate weekly meetings with the Site Owner to review:
    a. Unit Maintenance
    b. Property Maintenance
    c. Owner, operator, guest, and neighborhood concerns
    d. Coordination of Services
J. Conduct Outreach to identify and engage individuals who are unsheltered and work to assess and refer them to the Safe Outdoor Space as well as added to CES.
K. Provide ongoing training and development to site staff including, but not limited to, trauma-informed care, crisis intervention and de-escalation, housing first and harm reduction practices.

B. Performance measures. The disproportionately impacted population this project will serve are unsheltered homeless individuals who are unable or unwilling to stay in congregate shelters due to fear of contracting COVID 19 and/or the inability/unwillingness to be vaccinated against the virus, which is a requirement for even the lowest barrier shelters.

C. The Life Link understands that this contract represents a subaward of SLFRF funds, agrees to maintain records to satisfy all compliance requirements for use of SLFRF, and agrees to all reporting requirements for expenditures of SLFRF funds.

3. **Compensation**

The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables outlined in the Scope of Work. The total compensation under this Agreement shall not exceed $414,192.00, including New Mexico gross receipts tax. 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 services, in excess of the total compensation amount being provided.

C. Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. 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. Payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. Retainage. Not Applicable – The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

F. The contractor may use SLFRF funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, if the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the subrecipient prior to March 3, 2021 are not eligible, as provided for in Treasury's final rule. Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

4. **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 December 31st, 2024. In no event will the term exceed the duration allowed by statute, NMSA 1978, § 13-1-150.

5. **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.

6. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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.*

7. 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.

8. 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.

9. Assignment

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

10. Subcontracting

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **Records and Audit**

During the term of this Agreement and for five 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.

16. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body 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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **Insurance**

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

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

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

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

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

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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 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.

40. **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:

Youth and Family Services Division

Brittany Rodriguez, Program Manager

PO Box 909

Santa Fe, New Mexico, 87504-0909

bcrodriguez@santafenm.gov

To the Contractor:

The Life Link

Janelle Bohannon

2325 Cerrillos Road, Santa Fe, NM

jbohannon@thelifelink.org

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:

41. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 8, 2023 13:33 MST)

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

_____
510400/2400122

Appendix A

| Document hours spent providing ARPA funded eligible activities. Timesheet must reflect hours worked using ARPA funds. | | |

Appendix B

American Rescue Plan Act – Solutions to Non-congregate Shelter- Safe Outdoor Space
July 1, 2023 through December 30, 2024

This form is used to track the Performance Metrics the City is required to report to the US Department of Treasury.

Outreach. The operator, or service provider, will conduct outreach to unsheltered individuals to prioritize them for the Safe Outdoor Space. ***Please briefly describe outreach efforts, noting any changes in policies and procedures***.

Enter description, explanation, updates, etc. here.

Demographics. Please indicate how many unduplicated people were sheltered at the Safe Outdoor Space and their income, disability, homeless status, age, gender, and race.

NUMBER OF PEOPLE SERVED (UNDUPLICATED)	

Income	# of residents
income from ANY source	
ZERO income	

Disability	# of residents
Physical	
Mental Health	
Substance Abuse	

Homeless Status (upon entry) *	# of residents
Chronic (a year or more)	

Less than one year	

*Verifying documentation not required.

Age	# of residents
25-34	
35-44	
45-54	
55+	

Gender	# of residents
Male	
Female	
Non-binary	
Transgender	

Race	# of residents
White	
Black	
American Indian or Alaskan Native	
Native Hawaiian or other Pacific Islander	
Asian	

Ethnicity	# of residents
Hispanic/Latin(x)	
Not Hispanic/Latin(x)	

Housing Placement.

Please provide a breakdown of the total number of clients who exited the program and their destination.

Housing Destination	# of residents
Permanent Housing- independent (rental)	
Permanent Housing- with a voucher or subsidy (rental)	
Permanent Supportive Housing (PSH) with voucher or subsidy	
Permanent Supportive Housing (PSH) no voucher	
Transitional Housing	
Senior Housing- independent	
Senior Housing- with voucher or subsidy	
Jail	
Returned to Homelessness	

I _____ (Name and Title), hereby affirm that the information provided in this report is true and correct to the best of my knowledge.

All relevant supporting client documentation is on file in a secured location and available for review by City staff upon request.

_____ _____

(Signature) (DATE)

_____

(Print Name)

Reviewed and Approved by:

_____ _____

(Signature) (DATE)

Program Manager, City of Santa Fe

DRAFT SOS OPERATOR 2023 Recovery Funds Subrecipient Contract - Justin Gonzales

Final Audit Report 2023-11-08

Created:	2023-11-08
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4PRzrrd6UrER__I7cq_XPZuqYEPt2bX5

"DRAFT SOS OPERATOR 2023 Recovery Funds Subrecipient Contract - Justin Gonzales" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2023-11-08 - 8:19:10 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2023-11-08 - 8:19:40 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2023-11-08 - 8:32:42 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2023-11-08 - 8:33:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-11-08 - 8:33:01 PM GMT

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Christ Lutheran Evangelical Church

Procurement/contract Title: Safe Outdoor Space

Procurement Method: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative

☑Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: RFA

Requesting Department: Community Services Staff Name: Brittany Rodriguez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP (include ECR)**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☒	☐	**Other: RFA**	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, scope page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Business Registration (always)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Justin Gonzales Department Point of Contact	Contracts Administrator Title	12/1/2023 Date
Kyra Ochoa Department Director		12/1/2023 Date
 Chief Procurement Officer		Dec 1, 2023 Date
 ITT Representative	 Title	 Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204465 Procurement # (RFP/ITB# If any):

Contractor: Christ Lutheran Evangelical Church

Procurement Method: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ *Exempt* ☐

Description/Title: Christ Lutheran Evangelical Church Preparation and construction of Safe Outdoor Space

Contract: ◉ Agreement: ○ Lease/Rent: ○ Amendment: ○

Term Start Date: 12/13/2023 Term End Date: 12/31/2024 Total Contract Amount: $388,176.75

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*

Contract / Lease:

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for:

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

3. Procurement History: _____

Purchasing Officer Review: Dec 1, 2023 Date:

Comment & Exceptions: RFP

4. Funding Source: _____ **Org / Object:** 2400122/510400

Alexis Lotero Dec 1, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: Justin Gonzales Phone #: 505-955-6752

To be recorded by City Clerk: Email: jmgonzales@santafenm.gov

Clerk # _____

Date of Execution: _____

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

City of Santa Fe, New Mexico
Memorandum

DATE: **November 29, 2023**

TO: **Mayor Alan M. Webber and City Council**
Finance and Quality of Life Committee

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
Maria Sanchez-Tucker, Community Services Director M.T

FROM: **Brittany Rodriguez, Youth and Family Services Program Manager** BR

ITEM AND ISSUE:
Request for Approval of Goods and Services Contract with Christ Lutheran Evangelical Church for Preparation and Construction of a Safe Outdoor Space Utilizing 10 Shelter Units in the total amount of $388,176.75 through December 31st, 2024. (Brittany Rodriguez, YFS Program Manager: bcrodriguez@santafenm.gov, 505-955-6913; Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

BACKGROUND AND SUMMARY:
Local officials and nonprofit providers across the city are struggling to address the increasing number of unsheltered individuals who are living without stable housing. A variety of factors contribute to this situation, including but not limited to lack of affordable housing, lack of mental health services, a rise in substance abuse, and the coronavirus pandemic. While the City of Santa Fe understands that the ultimate solution to homelessness is permanent housing of various types, this is a long-term solution that takes time. As the City continues to increase its production of affordable housing units, short term options must be made available to ensure the safety and wellbeing of those who are unhoused and foster a high quality of life for all residents and visitors in Santa Fe.

Following the COVID-19 pandemic, the City dedicated American Rescue Plan Act (ARPA) funds to increase emergency shelter options. The Governing Body passed resolution 2023-16, directing City staff to evaluate and coordinate the establishment of a managed non-congregate site. This site aims to provide unhoused individuals with a location to safely reside, have their basic human needs met, and connect them with community resources that will help them achieve long-term stability. As a result of the resolution, the City purchased 25 © Pallet modular units to be used in a Safe Outdoor Space (SOS) pilot project to provide a non-congregate shelter option for individuals experiencing unsheltered homelessness.

Within their mission, Christ Lutheran Church is driven to "ministering to the vulnerable and those on the edge" and, as an open and affirming congregation, are accepting of all individuals regardless of faith background, age, sexual orientation, ethnicity, political perspective, marital status, gender identity or education. During the application process, Christ Lutheran consulted with the Lived Experience Advisory Board, a board of individuals with past or current experiences of homelessness, on site design, to promote a trauma-informed environment to foster both autonomy and community.

Christ Lutheran Church hosts the S3 Santa Fe Housing Initiative Volunteer Group which has participated in SOS site visits in Colorado and, through their Community Education Committee, have provided education to Santa Fe residents regarding Safe Outdoor Spaces and the causes of homelessness. The property has natural boundaries, and the site design includes full perimeter fencing, security cameras, landscaping, hygiene facilities and offers amenities including outdoor common areas, Narcotics Anonymous and

Alcoholic Anonymous meetings, a food pantry, and close proximity to emergency, health, transportation and food resources.

Additionally, Christ Lutheran Church has been awarded a second contract for property management and maintenance of the SOS in the amount of $34,079.00, for the duration of the pilot project. Property management duties include Pallet unit maintenance, utilities, litter control and, at minimum, weekly interaction with the SOS Operator to ensure that the units are being used appropriately, reporting back to the City if any major damage has been incurred.

The requested funding in the amount of $388,176.75 will allow Christ Lutheran Church to develop and construct a holistic Safe Outdoor Space of 10 Pallet units.

The requested funding will allow Christ Lutheran Church to develop and construct a holistic Safe Outdoor Space of 10 Pallet units.

PROCUREMENT METHOD:
The procurement method is RFA# 24/13/A
Agreement expires December 31st, 2024

CONTRACT NUMBER:
The FY24 Munis contract number is 3204465.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Fund 240
Munis Org Name/Number: Human Services/2400122
Munis Object Name/Number: Other Consulting/510400 AL

ACTION REQUESTED:
The Community Health and Safety Department respectfully requests your review and approval.

Signature: Maria E. Tucker

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

Signature: Kyra Ochoa (Dec 1, 2023 12:30 MST)

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

Signature:

Email: tkduttonleyda@santafenm.gov

Signature:

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

DRAFT_Memo_CLC-KO

Final Audit Report 2023-12-01

Created:	2023-12-01
By:	Brittany Rodriguez (bcrodriguez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAkKfuH5mqo2aK_pgKP9W0xQuzRlMB-loN

"DRAFT_Memo_CLC-KO" History

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Decline reason: upload full packet to purchasing via https://teams.microsoft.com/l/channel/19%3a4e38a7b3f2f94208b033af0e5842accb%40thread.tacv2/Document%2520Routing%2520-%2520Packets?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
2023-12-01 - 7:49:16 PM GMT

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RODRIGUEZ, BRITTANY C.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Thursday, April 13, 2023 9:31 PM
To: RODRIGUEZ, BRITTANY C.; Purchasing DET
Cc: SANCHEZ, JULIE J.
Subject: RE: Request for Determination- Operator and Owner for Non-Congregate Solutions to Unsheltered Homelessness

Follow Up Flag: Follow up
Flag Status: Completed

Greetings,

The scope of work as written would be PROFESSIONAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

- While this scope of work has been determined to be Professional Services, please check with Horizons (mloehman@horizonsofnewmexico.org). The scope of work must be offered to Horizons for their right of first refusal.
- Please ensure that the appropriate templates and forms are used. https://intranet.santafenm.gov/finance_1
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the Statewide Price Agreements page to determine whether any of the agreements are applicable to this request.

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

From: RODRIGUEZ, BRITTANY C. <bcrodriguez@santafenm.gov>
Sent: Wednesday, April 12, 2023 2:49 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: Request for Determination- Operator and Owner for Non-Congregate Solutions to Unsheltered Homelessness

Good Afternoon Purchasing Team,

The Division is seeking a determination on the below scope of work for support services and the development of Safe Outdoor Space (SOS). ARPA funds have been allocated for this project to support solutions to unsheltered homelessness. Contracts may be multi-year depending on how quickly funds are spent down, per federal guidance ARPA funds must be allocated by 2024 and expended by 2026. Please advise.

Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exemption status under Section 501c3 of the Internal Revenue Code, or to applicants whose programs are covered by a fiscal agent that meets these requirements. Applicants must have proven financial capacity and organizational experience to carry out the activities described below and, in the proposal, submitted to receive a VAB allocation. The Youth and Family Services Division has identified up to $1,000,000 in American Rescue Plan Act (ARPA) funding for the setup and initial operation of a site, the ARPA funding must be spent down by December 2024 but may extend to December 2026. Depending on the budget additional funding may become available. Eligible agencies may apply for one or both opportunities. Multiple awards may be given out for the supportive services, but only one award will be granted for site development.

A. OPERATOR – SUPPORT SERVICES FOR SOS OCCUPANTS

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- Support Services
-

To address the issue of unsheltered homelessness, The City of Santa Fe has directed staff to evaluate and coordinate the establishment of a managed non-congregate site to provide unhoused individuals with a location to safely reside, have basic human needs met, and connect individuals with community resources that lead to long-term stability. The City is seeking respondents to serve as the Primary Provider and manager of the site. The City is interested in learning about interest and capacity in meeting the homeless service needs for a non-congregate shelter that are low-barrier, Housing First, and provide opportunities for connecting services. The Provider may sub-contract for services not provided by the primary contractor. No duplication of services shall be funded. The Provider must detail the services provided, the services sub provided, and the overall integration approach and plan.

The Selected Respondent is responsible for arranging timely commencement and completion of the Project and will be held accountable for the schedules agreed upon with the City. The Selected Respondent will be required to submit ongoing status reports.

The Selected Respondent will utilize funds to supplement a current position or create new positions to assist individuals sheltering at the SOS, provide basic material goods, and provide 24/7 supervision of the site. The applying agency will have the ability to enter data into HMIS and be able to collaborate with local nonprofits, health providers and other organizations for care coordination for participants. If the operator being contracted with exists at an already

established agency, they should include new and unduplicated clients, with a priority to those who are unsheltered and not connected with a service provider.

B. OWNER – SITE HOST

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- Development of SOS Site

The Selected Respondent will have the capacity to develop a site plan, noting any grading, electrical inlay, or site modifications and their cost needed to implement the SOS site. The City will work with the OWNER to ensure that proper site preparation, design and layout, and land use permitting processes are completed once the qualifying OWNER is selected by the City. The City will oversee the installation of structures (performed by Pallet Corporation) to ensure compliance with its contractual obligations. Depending on the characteristics of the site, the City may construct or hire an outside contractor to construct the infrastructure required to support the shelter village including all required utility connections. The City will work with the OWNER to ensure that all responsibilities regarding the site preparation and installation requirements are met, according to structure specifications.

Thank you!

Brittany Rodriguez, MPH
Youth and Family Services Program Manager – Homeless Services
Community Health and Safety Department
Youth and Family Services Division
City of Santa Fe
(505) 955-6913
bcrodriguez@santafenm.gov

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APPENDIX C
CONFLICT OF INTEREST FORM

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Application.

In addition to the OWNER and OPERATOR, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Owner/Operator and known key personnel needs to describe the conflict.

The Owner/Operator agrees that, if after award, an organizational conflict of interest is discovered, the Owner/Operator makes an immediate and full written disclosure to the City that includes a description of the action that the Owner/Operator has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Owner/Operator was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Non-Congregate Solutions to Unsheltered Homelessness. For the duration of this firm's involvement in the Non-Congregate Solutions to Unsheltered Homelessness- Safe Outdoor Space contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Non-Congregate Solutions to Unsheltered Homelessness contract.

I certify that this firm will keep all Non-Congregate Solutions to Unsheltered Homelessness

contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Non-Congregate Solutions to Unsheltered Homelessness contract. I understand that if this firm leaves this Non-Congregate Solutions to Unsheltered Homelessness contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Non-Congregate Solutions to Unsheltered Homelessness contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Non-Congregate Solutions to Unsheltered Homelessness contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPLICATION COVER PAGE- FY 2024 City of Santa Fe- American Rescue Plan Act Funding	
Name of Applying Owner or Operator:	
Name of Executive Director:	
Name of Board President:	
Contact Information of Person Submitting Request Name: _____ Address: _____ Phone: _____ Email: _____ Fiscal Agent (if applicable):	
Activity being requested for Funding:	❑ OWNER ❑ OPERATOR
Brief Program or Service Description:	
Check which Category Describes your organization: ☐ Private Non-Profit ☐ For-Profit ☐ Public Agency ☐ Religious Institution	
(SAM.gov) FED UEI #	
Business Registration #	
Tax ID #	
State CRS #	

Amount of ARPA funding requested for Activity	$
Funding from other sources	$
Total budget of Activity	$

To the best of my knowledge and belief, all data in this application is true and correct. If funded, I certify that the Applicant Organization is willing and able to adhere to the ARPA program policies and procedures specified by the City of Santa Fe. Further, I understand there is not a commitment of funding until the City of Santa Fe and the individual authorized to execute contracts on behalf of the Applicant Organization has signed an ARPA subrecipient agreement.

Authorized Signature	Title	Date

SECTION A: ACTIVITY TO BE FUNDED

A.1 Briefly describe the Activity you are requesting to fund with City of Santa Fe ARPA. Attach additional pages if needed.

A.2 Why is this Activity needed? Does it address a gap?
Describe the degree of need, or the severity of a problem including cause, extent, location, frequency, and duration that will be addressed by the project. Provide a description of service gaps the activity fills in the community. Attach additional pages if needed.

A.3 What steps or phases must be taken to complete the Activity?
(Provision of services, engineering/design, advertising, bidding, contract award, construction, etc.)? Briefly describe the work plan in this section, a detailed work plan worksheet is included in Section D of this application. Attach additional pages if needed.

A.4 Describe the population that the Activity will serve and how this population will be served. Describe the outreach and recruitment activities which will be conducted to make the proposed activity services known and accessible to the targeted population. Please include the geographic scope and other methods related to these outreach and recruitment activities. Please address how the Good Neighbor Agreement will be created. Attach additional pages if needed.

A.5 Estimate the total number of unsheltered persons that will benefit from the ARPA funded portion of this Activity: _____

A.6 Indicate the unsheltered population(s) you anticipate serving.				
Severely Disabled	**Chronically Homeless**	**Elderly**	**Veterans**	**Persons with AIDS**

Please indicate how may additional pages are attached for this section: _____

SECTION B: BUDGET

B1. Please complete the Budget Worksheet to identify the budgeted expenses including contractual services, personnel services, materials and supplies, real property expenses and other expenses. Indicate budget line items that will be covered by ARPA funds. Indicate total project cost that incorporates the total ARPA request and what funds or services, if any, the sponsor and/or other agencies will contribute. Also enter other *committed* funding sources (committed funds are funds available or which will be available to fund the Activity during the initial year of the project). Please be as accurate as possible. Should your organization be awarded funding, a revised budget (as needed) will become an Addendum to the ARPA Contract. Please include additional pages if needed.

Project Budget Worksheet

*Note that this budget will be used as an addendum to the grant agreement with the City.

EXPENSES			
EXPENSE CATEGORIES	**DETAILS**	**TOTALS**	**COVERED BY ARPA?**
Contractual Services		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Contractual Subtotal	$	
Personnel		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Personnel Subtotal	$	
		$	
		$	

Equipment and Supplies		**$**	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Equipment/Supplies Subtotal	**$**	
Real Property (e.g., land, permanent structures, landscaping, roads)		**$**	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Real Property Subtotal	**$**	
Other Expenses		**$**	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
	Other Expenses Subtotal	**$**	
	BUDGET TOTAL	**$**	

Please indicate how may additional pages are attached for this section: _____

FUNDING SOURCES					
TYPE OF FUNDING		SOURCE/ AMOUNT	SOURCE/ AMOUNT	SOURCE/ AMOUNT	TOTALS
1.	State funds (i.e. MFA, DFA)				**$**
2.	Other Organizational resource (includes in-kind), philanthropic				**$**
3.	Private funds (includes out of pocket costs of beneficiary)				**$**
				FUNDING SOURCES TOTAL	**$**

BUDGET SUMMARY	
TOTAL BUDGET	$
TOTAL AMOUNT FROM OTHER FUNDING SOURCES	$
TOTAL AMOUNT OF REQUESTED ARPA FUNDS	$

B.2 If you are proposing to utilize ARPA funds to pay for staff costs, please list each position title and the percentage of their salary and benefits that will be funded by ARPA. Depending on the Activity, listing this information does not guarantee the position will be funded by ARPA as it may not be eligible.

ARPA FUNDED PERSONNEL		
Position Title	**New (Y/N)**	**% salary & benefits paid for with ARPA**

Please indicate how may additional pages are attached for this section: _____

SECTION C: OPERATOR WORK PLAN

*** If you are applying independently as a site OWNER without an OPERATOR partner, please leave this section blank and only complete Section D.**

Performance Measurement System

The implementation of the outcome performance measurement system will enable the City to collect information on the outcomes of activities funded through ARPA. This data will provide the City with the information to show the results and benefits of the expenditure of federal funds. If funded, the following performance measures will be written into the contract Scope of Services.

The performance measurement system consists of four main components:

- **Goals** – What is the goal of your program, and how does it fit within the resolution for providing non-congregate shelter to unsheltered homeless individuals by means of an SOS?
- **Objectives** – Objectives are framed broadly to capture a range of community impacts that occur because of program activities.
- **Outcomes** – Helps further refine the grantee's objective and is designed to capture the nature of the change or the expected result of the objective that a grantee seeks to achieve. Outcomes correspond to the questions: What type of change is the activity seeking? Or what is the expected result of the activity?
- **Indicators –** The system requires the grantee to report on data elements for nearly all program activities and must receive the information from the subrecipients. Reports on indicators that address the following areas a will be required:
    - Housing Activities
    - Public Services
    - Public Facilities and Improvements
    - Data Systems Usage (HMIS, CE, Connect, Built for Zero)

Use the following worksheet to describe program goals, objectives, outcomes, and indicators. Use as many worksheets as necessary to capture the full scope of the program.

Please indicate how may pages are attached for this section: _____

Operator Work Plan
Goal # ___:
Objective: **Outcome:** **Indicator:**
Goal # ___:
Objective: **Outcome:** **Indicator:**
Goal # ___:
Objective: **Outcome:** **Indicator:**
Goal # ___:
Objective: **Outcome:** **Indicator:**

SECTION D: OWNER WORK PLAN

*** If you are applying independently as a site OPERATOR without an OWNER partner, please leave this section blank and only complete Section C.**

C.1 If you are proposing to utilize ARPA funds to develop the SOS site, please complete the following Preliminary Zoning Request. Site owners must work with an engineer and project manager/contractor to produce a detailed timeline, a conceptual draft of the proposed development, and a detailed description of the proposed activities.

Address of Proposed Site: _____

Contact Information of Person Completing Application

Name: _____

Address: _____

Phone: _____

Email: _____

Contact Info for Project Manager/Contractor

Name: _____

Address: _____

Phone: _____

Email: _____

Contact Information for Engineering Company

Name: _____

Address: _____

Phone: _____

Email: _____

Contact Information for Person/Agency Completing Preliminary Zoning Request:

Name: _____

Address: _____

Phone: _____

Email: _____

Ensure the application has the following attached:

- ❑ Preliminary Zoning Request
- ❑ Legal Lot of Record
- ❑ Development Plan
- ❑ Existing Site Plan
- ❑ Proposed Site Plan
- ❑ Project Schedule

Please indicate how may pages are attached for this section: _____

C.2 Preliminary Zoning Request (PZR). A $150.00 fee must be included with this application to process the PZR through the Land Use Department. Contact zoningcounter@santafenm.gov to begin the request process. The following documentation must be sent to the Land Use Zoning Counter in addition to the PZR: legal lot of record, development plan, existing site plan, proposed site plan. Please submit this portion of the application as soon as possible to both the Program Manager and the Zoning Counter, even if the rest of the application is in progress. Zoning requests will be evaluated as they are submitted to allow the City to promptly inform applicants if their site is viable.

- The following documentation must be sent to the Land Use Zoning Counter in addition to the Preliminary Zoning Request:
  - Legal lot of record
  - Development plan
  - Existing site plan
  - Proposed site plan.

- Applicants can determine their zoning district through the City's interactive GIS webpage at: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=70f250f3a085457da9a3d56b103276dc

- Applicants can determine if they are in an escarpment or flood zone through the City's interactive GIS webpage at: https://gis.santafenm.gov/portal/apps/webappviewer/index.html?id=d6118aa81d9a4fab9809c37b250b34d5

Please submit this portion of the application as soon as possible to both the Program Manager and the Zoning Counter, even if the rest of the application is in progress. Zoning requests will be evaluated as they are submitted to allow the City to promptly inform applicants if their site is viable.

Program Manager: bcrodriguez@santafenm.gov

Land Use Zoning Counter: zoningcounter@santafenm.gov

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:	**Site Address:**
Date Submitted:	
Property Owner of Record:	**Proposed Construction Description:**
Applicant/Agent Name:	
Contact Person Phone Number: ( ) -	**TOTAL ROOF AREA:**

Zoning District:_____

Overlay: □ Escarpment _____
□ Flood Zone*
□ Other: _____

Submittals Reviewed with PZR:
□ Legal Lot of Record □ Development Plan □ Building Plans □ Existing Site Plan □ Proposed Site Plan □ Elevations

Supplemental Zoning Submittals Required for Building Permit:
□ Zero Lot Line Affidavit

Access and Visibility: □ Arterial or Collector**
□ Visibility Triangle Required

Use of Structure: □ Residential
□ Commercial Type of Use: _____

Terrain: □ 30% slopes_____

* Requires an additional review conducted by Technical Review Division.
** Requires an additional review conducted by the Traffic Engineering Division.

Lot Coverage :_____%
□Open Space Required:_____

Setbacks:
Proposed Front: _____ Minimum: _____
2nd Front? _____
Proposed Rear: _____ Minimum: _____
Proposed Sides: L___R___ Minimum:____

Height: Proposed _____
Maximum Height: _____ or
□ Regulated by Historic Districts Ordinance
□ Regulated by Escarpment District

Parking Spaces:
Proposed_____ Accessible_____
Minimum:_____

Bicycle Parking:**
Proposed:_____ Minimum:_____
** Commercial Requirement

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

_____ **[□OWNER □APPLICANT □AGENT]**
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

_____
SIGNATURE **DATE**

To Be Completed By City Staff:

Additional Agency Review if Applicable:
□ Escarpment Approval by _____ Date: ___/___/___
□ Flood Plain Approval by _____ Date: ___/___/___
□ Traffic Engineering Approval by _____ Date: ___/___/___
Notes: _____

Zoning Approval:
□**Preliminary Approval** □**with conditions** □ **Rejected**
Comments/Conditions:_____
_____

REVIEWER: _____ **DATE:** ___/___/___

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.

Revised 20 November 2020

RODRIGUEZ, BRITTANY C.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, April 25, 2023 4:12 PM
To: RODRIGUEZ, BRITTANY C.
Cc: SANCHEZ, JULIE J.
Subject: Re: First Right of Refusal- City of Santa Fe PROFESSIONAL SERVICES

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Apr 25, 2023 at 3:40 PM RODRIGUEZ, BRITTANY C. <bcrodriguez@santafenm.gov> wrote:

> Hello,
>
> I have been advised that Horizons has right of first refusal for the following solicitation: Non-Congregate Solutions to Unsheltered Homelessness. Please see the scope of work below:

The Division is seeking a determination on the below scope of work for support services and the development of Safe Outdoor Space (SOS). ARPA funds have been allocated for this project to support solutions to unsheltered homelessness. Contracts may be multi-year depending on how quickly funds are spent down, per federal guidance ARPA funds must be allocated by 2024 and expended by 2026. Please advise.

Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exemption status under Section 501c3 of the Internal Revenue Code, or to applicants whose programs are covered by a fiscal agent that meets these requirements. Applicants must have proven financial capacity and organizational experience to carry out the activities described below and, in the proposal, submitted to receive a VAB allocation. The Youth and Family Services Division has identified up to $1,000,000 in American Rescue Plan Act (ARPA) funding for the setup and initial operation of a site, the ARPA funding must be spent down by December 2024 but may extend to December 2026. Depending on the budget additional funding may become available. Eligible agencies may apply for one or both opportunities. Multiple awards may be given out for the supportive services, but only one award will be granted for site development.

A. *OPERATOR – SUPPORT SERVICES FOR SOS OCCUPANTS*

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- *Support Services*

To address the issue of unsheltered homelessness, The City of Santa Fe has directed staff to evaluate and coordinate the establishment of a managed non-congregate site to provide unhoused individuals with a location to safely reside, have basic human needs met, and connect individuals with community resources that lead to long-term stability. The City is seeking respondents to serve as the Primary Provider and manager of the site. The City is interested in learning about interest and capacity in meeting the homeless service needs for a non-congregate shelter that are low-barrier, Housing First, and provide opportunities for connecting services. The Provider may sub-contract for services not provided by the primary contractor. No duplication of services shall be funded. The Provider must detail the services provided, the services sub provided, and the overall integration approach and plan.

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B. *OWNER – SITE HOST*

The Selected Respondent will have the experience, skills, and current capacity to complete the full scope of work identified below, as outlined in the core category:

- *Development of SOS Site*

The Selected Respondent will have the capacity to develop a site plan, noting any grading, electrical inlay, or site modifications and their cost needed to implement the SOS site. The City will work with the OWNER to ensure that proper site preparation, design and layout, and land use permitting processes are completed once the qualifying OWNER is selected by the City. The City will oversee the installation of structures (performed by Pallet Corporation) to ensure compliance with its contractual obligations. Depending on the characteristics of the site, the City may construct or hire an outside contractor to construct the infrastructure required to support the shelter village including all required utility connections. The City will work with the OWNER to ensure that all responsibilities regarding the site preparation and installation requirements are met, according to structure specifications.

I look forward to your response.

Sincerely,

Brittany Rodriguez, MPH

Youth and Family Services Program Manager – Homeless Services

Community Health and Safety Department

Youth and Family Services Division

City of Santa Fe

(505) 955-6913

bcrodriguez@santafenm.gov



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

BUSINESS REGISTRATION

Business Name: Christ Evangelical Lutheran Church
DBA: Christ Evangelical Lutheran Church

Business Location: 1701 ARROYO CHAMISO RD
Santa Fe, NM 87505

CRS Number: 01-89644-00-3

Owner:

License Number: 236135

License Type: Business License - Renewable

Issued Date: November 28, 2023

Classification: Business Registration - Standard

Expiration Date: November 28, 2024

Christ Evangelical Lutheran Church

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

Item#_____
Munis Contract# _____
SWPA/GSA/Coop/RFP/ITB #: RFA 24-13-A

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Goods and **Services**

THIS AGREEMENT (Agreement) is for preparation and oversight of a Safe Outdoor Space, defined below, and is entered into by and between the City of Santa Fe, herein after referred to as the "City", and Christ Evangelical Lutheran Church (CLC) herein after referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Safe Outdoor Space" or "SOS" means a designated site for temporary shelter and amenities that allow our unhoused neighbors to have a safe space to sleep while providing basic human necessities and assisting in resource connection.

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

C "Operator" means the non-profit organization selected to provide support services to the Safe Outdoor Space

D. "Pallet" means the corporation which manufactures and erects the units.

E. "Pallet Unit" or "Unit" means the manufactured temporary shelters produced by Pallet.

F. "Good Neighbor Agreement" means a collaborative working agreement created by the site owner, service provider, and neighbors, including, at a minimum, owners and/or occupants of residences and businesses directly across from the SOS on Old Pecos Trail, Arroyo Chamiso Street, and St. Michaels Drive.

2. **Scope of Work**

A. The Contractor shall perform the following work:

A. Professional Requirements. The Contractor agrees to continue to work with their contracted project manager, Spears Horn Architects, and agrees to inform the City immediately of any changes in project management. The contractor has successfully met all the conditions of the Preliminary Zoning Review, as required by the initial application. Contractor agrees to coordinate with Pallet and the City so that Pallet is able to erect the shelters on Contractor's prepared site. The current contact information for Pallet is James Bennett: jamesb@palletshelter.com.

B. Site Preparation. The Contractor has indicated that the site will be prepared in the Contractor's parking lot. The Contractor will perform the appropriate renovations necessary to provide a flat surface for the units to lie on. Additionally, the Contractor agrees to:

a. Assess the electrical load specifications and make any upgrades as necessary to the electrical system.

b. Use a licensed engineer to secure the units to the ground.

c. Ensure the units are at least ten (10) feet apart from each other, or, per City code specification, ensure access driveways for emergency service vehicles.

d. Provide one (1) handwashing station on the physical site.

e. Provide, at minimum, two (2) restroom facilities on the physical site.

f. Provide four (4) 80-gallon waste bins and an additional four (4) smaller waste receptacles inside the enclosure.

g. Provide enough lighting to properly monitor the site at night.

h. Build a fence which encompasses the entire perimeter of the site, with ADA accessible exits and entrances with the ability to be closed and locked.

i. Provide a designated pet-relief area on the outside of the enclosed site.

j. Provide a designated smoking area on the inside of the enclosed site.

k. Provide secure bike storage on the inside of the enclosed site.

l. Provide 24/7 access to potable water.

m. Use at minimum ten (10) Units on the site.

C. Participate in a Good Neighbor Agreement with the operator and the immediate surrounding community.

3. **Compensation**

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

Deliverable Item:	U/I (unit of issue)	Price
01- Architect/Engineer Firm		$32,000
02- Construction Firm		$180,000
03- Trench Drains		$44,500
04- Fencing		$32,000
05- Bicycle storage		$800
06- Sidewalk- accessible		$6,000
07- Other walkways		$1,000
08- Stand Alone Site Lighting		$5,000
09- Anchors		$8,900
10- Electrical Upgrade		$10,000
11- Pavement		$2,500
12- Temporary bathroom (2)		$5,000
13- Handwashing Station (1)		$3,000
14- Pet relief Station (1)		$800
15- Landscaping		$8,000
16- Smoking station (1)		$500
17- Tables and Chairs		$1,500
18- Security System		$800
19- Security Door Upgrade		$500
20- Potable Water Station (3)		$1,000
21- Covering for common area		$15,000

B. The City shall pay to the Contractor in full payment for deliverables, such compensation not to exceed $388,176.75, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $29,367.75 shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $388,176.75. 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.

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 certification. 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. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 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. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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. This Contract shall act as the City's written agreement that the Contractor may subcontract to architectural firms, engineering firms and construction firms for planning, development, and construction of the site.

12. **Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor/Contractor(s) 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 Governing Body 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 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.

32. **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. The Contractor shall provide updated insurance documentation to the City conforming to this section within thirty (30) days of the execution of this contract.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $1,000,000 per occurrence and $1,000,000 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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **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.

39. **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.

40. **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:

Youth and Family Services Division

Brittany Rodriguez, Program Manager

PO Box 909

Santa Fe, New Mexico 87504-0909

To the Contractor:

Christ Lutheran Evangelical Church

Allyson Faehl

1701 Arroyo Chamiso Road

Santa Fe, NM 87505

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:

Christ Evangelical Lutheran Church

Allyson Faehl

1701 Arroyo Chamiso Road

Santa Fe, NM 87505

41. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Christ Evangelical Lutheran Church

Rickey Faehl (Nov 29, 2023 22:52 MST)
Allyson Faehl, Project Administrator

DATE: Nov 29, 2023

Michael Abernethy (Nov 30, 2023 06:53 MST)
Michael Abernethy, President CLC Council

DATE: Nov 30, 2023
CRS# 01-89644-00-3
Registration # _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Dec 1, 2023 18:10 MST)
EMILY OSTER, FINANCE DIRECTOR

_____
510400/2400122 AL

Christ Lutheran Church GSA_FinalNegotiationEdits

Final Audit Report 2023-11-30

Created:	2023-11-29
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyvHfwmwlaFRkOSJ2oy499YZgonYukb-r

"Christ Lutheran Church GSA_FinalNegotiationEdits" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2023-11-29 - 11:00:17 PM GMT- IP address: 63.232.20.2

Document emailed to ramnukherrmann@santafenm.gov for signature
2023-11-29 - 11:00:41 PM GMT

Email viewed by ramnukherrmann@santafenm.gov
2023-11-30 - 3:28:39 AM GMT- IP address: 104.47.64.254

Signer ramnukherrmann@santafenm.gov entered name at signing as Rebecca Ann Mnuk-Herrmann
2023-11-30 - 3:29:03 AM GMT- IP address: 63.232.20.2

Document e-signed by Rebecca Ann Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2023-11-30 - 3:29:05 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-11-30 - 3:29:05 AM GMT

Powered by Adobe Acrobat Sign

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CHURCH MUTUAL INSURANCE COMPANY, S.I.

Church Mutual INSURANCE

3000 Schuster Lane
Merrill, WI 54452

COMMON POLICY DECLARATIONS

POLICY NUMBER: 0323390 25-630247 **PREVIOUS POLICY NUMBER:** 0323390 25-482240

COMPANY NAME 18767	**PRODUCER NAME** 03-186
Church Mutual Insurance Company, S.I. 3000 Schuster Lane Merrill, WI 54452 (800) 554-2642	ADAM ALDAZ CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452

NAMED INSURED: CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE NEW MEXICO

MAILING ADDRESS: 1701 ARROYO CHAMISO
SANTA FE, NM 87505-4775

POLICY PERIOD: FROM 12/01/2023 **TO** 12/01/2024
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

BUSINESS DESCRIPTION	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL CRIME COVERAGE PART	$57.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	$2,297.00
MANAGEMENT PROTECTION LIABILITY COVERAGE PART	$250.00
COMMERCIAL PROPERTY COVERAGE PART	$4,297.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	$7.00
TERRORISM - CERTIFIED ACTS (PROPERTY)	$24.00
TOTAL:	$6,932.00

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00147706 000170 009 006 000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number 1

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
0323390 25-630247	12/01/2023	Church Mutual Insurance Company, S.I.

NAMED INSURED	AUTHORIZED REPRESENTATIVE
CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA As Per Named Insured Extension 1701 ARROYO CHAMISO SANTA FE, NM 87505-4775	ADAM ALDAZ CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452

COVERAGE PARTS AFFECTED

Commercial General Liability Coverage Form

CHANGES

In consideration of the additional premium shown, it is understood and agreed that the policy is amended as follows:

The following location is amended:
Prem. No: 001 Bldg. No: 001

The following line of business has been amended:
Line of Business: General Liability

The following class codes are added:

61000 Boarding or Rooming Houses	Prem/Ops and Prod/Comp Ops Premium Base: 10(Units)
46622 Parking-Private	Prem/Ops and Prod/Comp Ops Premium Base: 10,727(Area)

All other terms and conditions remain unchanged.

Additional Total Premium: $1,100.00

Authorized Representative Signature

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Copyright, ISO Commercial Risk Services, Inc., 1983

00147706 000170 035 007 000

POLICY NUMBER: 0323390 25-630247

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COMPANY NAME	PRODUCER NAME
Church Mutual Insurance Company, S.I.	ADAM ALDAZ CHURCH MUTUAL INS CO 3000 SCHUSTER LANE MERRILL, WI 54452

NAMED INSURED CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE NEW MEXICO

MAILING ADDRESS 1701 ARROYO CHAMISO
SANTA FE, NM 87505-4775

POLICY PERIOD: FROM 12/01/2023 TO 12/01/2024 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$100,000	Any one premises
MEDICAL EXPENSE LIMIT	$15,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		$3,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		$1,000,000

RETROACTIVE DATE (CG 00 02 ONLY)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: _____

(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

☐ LIMITED LIABILITY COMPANY ☒ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: _____

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Original

CLASSIFICATION AND PREMIUM

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
001-001	Churches or Other Houses of Worship Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	41650	7,350 Area	65.782	Incl.	$483	Incl.
	Boarding or Rooming Houses Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	61000	10 Units	42.951	Incl.	$430	Incl.
	Parking-Private Products-completed operations are subject to the General Aggregate Limit TERRITORY: 001	46622	10,727 Area	16.267	Incl.	$174	Incl.

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Original

00147706 000170 009 009 000

	STATE TAX OR OTHER (if applicable)	
	TOTAL PREMIUM (SUBJECT TO AUDIT)	$2,304
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION	
	AT EACH ANNIVERSARY	
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)	

AUDIT PERIOD (IF APPLICABLE)	☐ ANNUALLY	☐ SEMI-ANNUALLY	☐ QUARTERLY	☐ MONTHLY

ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:

See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
(Date)	(Authorized Representative)

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Original

Appendix A

| Document hours spent providing ARPA funded eligible activities. Timesheet must reflect hours worked using ARPA funds. | | |

Appendix B

American Rescue Plan Act – Solutions to Non-congregate Shelter- Safe Outdoor Space
July 1, 2023 through December 30, 2024

This form is used to track the Performance Metrics the City is required to report to the US Department of Treasury.

Outreach. The operator, or service provider, will conduct outreach to unsheltered individuals to prioritize them for the Safe Outdoor Space. ***Please briefly describe outreach efforts, noting any changes in policies and procedures***.

Enter description, explanation, updates, etc. here.

Demographics. Please indicate how many unduplicated people were sheltered at the Safe Outdoor Space and their income, disability, homeless status, age, gender, and race.

NUMBER OF PEOPLE SERVED (UNDUPLICATED)	

Income	# of residents
income from ANY source	
ZERO income	

Disability	# of residents
Physical	
Mental Health	
Substance Abuse	

Homeless Status (upon entry) *	# of residents
Chronic (a year or more)	

Less than one year	

*Verifying documentation not required.

Age	# of residents
25-34	
35-44	
45-54	
55+	

Gender	# of residents
Male	
Female	
Non-binary	
Transgender	

Race	# of residents
White	
Black	
American Indian or Alaskan Native	
Native Hawaiian or other Pacific Islander	
Asian	

Ethnicity	# of residents
Hispanic/Latin(x)	
Not Hispanic/Latin(x)	

Housing Placement.

Please provide a breakdown of the total number of clients who exited the program and their destination.

Housing Destination	# of residents
Permanent Housing- independent (rental)	
Permanent Housing- with a voucher or subsidy (rental)	
Permanent Supportive Housing (PSH) with voucher or subsidy	
Permanent Supportive Housing (PSH) no voucher	
Transitional Housing	
Senior Housing- independent	
Senior Housing- with voucher or subsidy	
Jail	
Returned to Homelessness	

I _____ (Name and Title), hereby affirm that the information provided in this report is true and correct to the best of my knowledge.

All relevant supporting client documentation is on file in a secured location and available for review by City staff upon request.

_____ _____

(Signature) (DATE)

_____

(Print Name)

Reviewed and Approved by:

_____ _____

(Signature) (DATE)

Program Manager, City of Santa Fe

DRAFT SOS OPERATOR 2023 Recovery Funds Subrecipient Contract - Justin Gonzales

Final Audit Report 2023-11-08

Created:	2023-11-08
By:	Julie Kenny (jckenny@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4PRzrrd6UrER__I7cq_XPZuqYEPt2bX5

"DRAFT SOS OPERATOR 2023 Recovery Funds Subrecipient Contract - Justin Gonzales" History

Document created by Julie Kenny (jckenny@ci.santa-fe.nm.us)
2023-11-08 - 8:19:10 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2023-11-08 - 8:19:40 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2023-11-08 - 8:32:42 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2023-11-08 - 8:33:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-11-08 - 8:33:01 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

DATE: **November 29, 2023**

TO: **Governing Body**

VIA: **Alexis Lotero, Assistant Finance Director; Andy Hopkins, Budget Director**

FROM: **Layla Archuletta-Maestas, Deputy City Manager** LAM

Background and Summary:
In October 2023, the Governing Body approved the creation of an Office of Equity and Inclusion. The creation of this office requires the hiring of a Director to lead and oversee the work of the office.

The anticipated amount of gross receipts tax (GRT) revenue that was budgeted for FY23 was $137,700,000. The unaudited total amount of GRT received by the City for FY23 was $154,276,680. After allocating the increments and subsidy transfers required by City law, the remaining balance of unanticipated GRT revenue to the City for FY2023 is approximately $14,250,000.

The funding for salary and benefits for the Director of the Office of Equity and Inclusion was identified as a top priority for the Mayor.

Action Requested:
Approve Budget Adjustment Request (BAR) in the amount of $175,000 to the City Manager's Budget to provide salary and benefits for the OEI Director.

Funding Source:
Prior year Gross Receipts Tax (GRT).

Attachments:
Budget Adjustment Request Form

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
General Government/ City Manager	11/29/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salary & Benefits for Office of Equity & Inclusion Director	1000035	500110	FY24 Unanticipated GRT Revenue	175,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 175,000	$ -

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

Use of prior year Gross Receipts Tax (GRT) earned in excess of budgeted estimates to fund the salary and benefits for the Office of Equity and Inclusion Director.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
FY23 Unanticipated GRT	(175,000)
TOTAL:	**175,000**

Layla Archuletta-Maestas — 11/29/2023
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Blair
John Blair (Nov 29, 2023 14:47 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero — 11/29/23
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

JB

City of Santa Fe, New Mexico
Memorandum

DATE: November 29, 2023

TO: Andy Hopkins, Budget Officer

VIA: Jason M. Kluck, Planning and Land Use Department Director jmk
Rich Brown, Community Development Director Richard Brown

FROM: Amanda Encinias, Administrative Manager

RE: Use of Prior Year Gross Receipts Tax in excess of budgeted amount

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ITEM/ISSUE:
Consistent with Mayor Webber's commitment to support critical and significant City operational priorities with FY23 Unanticipated GRT Revenue, the Planning and Land Use Department is requesting funding in the amount of $240,000 to acquire digital planning and development solutions that will help ensure innovation that is responsive to community's needs, and $200,000 to create two new full time employee positions and support one critical and underfunded vacant position in a continuing effort to expand the department's capacity and improve response time and customer service for City residents.

BACKGROUND AND SUMMARY:

With the fundamental goals of continued professionalization, expansion of capacity and greater responsiveness to the community by the department, we are requesting funding to support needed process improvements and staffing levels. These include the following:

Appointment/Customer Relationship Management solution

Software supporting customer and staff relations is principally intended to help improve our ability to provide consistently high quality customer service, help manage the high volume of incoming communications and eliminate avoidable processing delays. This involves creating and implementing solutions including:

- Timely engagement and initial response to customer and public questions and concerns and appropriate follow up
- Proper routing and channelized communication between customers and staff
- Tracking of and optimal facilitation of issue resolution

Planning and Development Process Guide solution

This software solution is a cloud-based, rich informational resource supporting and educating the public on individual needs regarding approval requirements for the City's planning and development processes including entitlements, permitting, business licensing and inspections. This solution is intended to make complex planning and land use processes and requirements readily available for review and easier to understand in a comprehensive order of operations prior to submittal of an application.

Planning and Development Digital User Platform

The digital user platform will provide a web-based dynamic interface tool that enables user-friendly access to the updated general plan, planning documents and reference data for staff, elected officials, the public, developers and stakeholders with the intention of scalability to become the Planning and Development platform for the City after the General Plan is adopted. The platform is planned as an information hub with resources and functionality including:

- Approved City and private development plans and related maps, data and studies
- Housing Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc.
- An engagement section that becomes the main hub for digital engagement with the Planning and Land Use Department
- Information and links to planning and development projects such as the Land Development Code and Building code updates
- Plat and related document search functionality
- Backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project
- Translation and accessibility options that meet City engagement standards

Strategic Planner position

This is a much needed position that would lead project-management of the general plan update process, subsequent implementation programs and would generally lead long-range planning activities including supervision of a long-range planning team as those positions become reintegrated into the department organizational structure. The revision to the General Plan will require a strategic planning team in order to organize implementation policies and manage associated projects. While there will be a project team composed of existing staff during the duration of the update, an additional position will be needed to coordinate implementation. This strategic planner will provide the framework for implementation and work with the Governing Body, City staff, outside agencies, and Boards and Committees to establish priorities, identify projects, and track budgets.

Business Licensing Permit Specialist position

Business licensing is a regulatory requirement for opening a new business, continuing or expanding an existing business, changing business ownership, opening a home occupation, obtaining a building permit or certificate of compliance, becoming a City vendor, operating as an itinerant vendor or conducting a special event within the City, and is a critical function to help ensure the welfare, health and safety of the community. The Business Licensing Section, now under the Inspections and Enforcement Division, is integral to the success of many land use and economic development functions and goals. The Planning and Land Use Department is currently working to develop Enforcement into its own division to support and respond to the growing and changing needs of the City. With this, it is critical that Business Licensing is properly resourced. Currently, there is one permit Specialist position. We are requesting an additional position to meet and reinforce the needs of this important section.

Staff Engineer position

This is a currently vacant, underfunded position that has proven challenging to fill, but is vital for the sustained success of the Engineering Division and the department. The staff engineer will provide engineering review and inspections capacity (currently fulfilled by the City Engineer and with contract consultants) for development project infrastructure and building permits. Filling this position will lead to faster and more comprehensive responses to project and permit needs, customer and public requests, processing of IPRA requests and will provide for accurate and qualified responses to complaints regarding terrain management issues and concerns.

To support these needs, we request the following Budget Amendment Requests (BAR's):

1. **Digital Planning and Development Solutions**

BAR into 1004501.510300 in the amount of $240,000.00

2. **Strategic Planner (Position #TBD) – 14 pay periods in FY24 and as a recurring annual expense thereafter (New Position)**

Salary	500110	$42,560.00
FICA	503100	$3,256.00
PERA	503150	$9,592.00
Med+Life	503200	$8,246.00
RHC	503250	$851.00
WC	503350	$426.00
Dental	503400	$286.00
Total S+B		**$62,217.00**

BAR into 1004600

3. **Business Licensing Permit Specialist (Position #TBD) - 14 pay periods in FY24 and as a recurring annual expense thereafter (New Position)**

Salary	500110	$25,200.00
FICA	503100	$1,928.00
PERA	503150	$5,679.00
Med+Life	503200	$8,246.00
RHC	503250	$504.00
WC	503350	$252.00
Dental	503400	$286.00
Total S+B		**$42,095.00**

BAR into 1000291

4. **Engineer (Position # 190025)- 14 pay periods in FY24 and as a recurring annual expense thereafter (to fully fund existing position)**

Salary	500110	$6,810.00
FICA	503100	$521.00
PERA	503150	$1,535.00
Med+Life	503200	$0

RHC	503250	$136.00
WC	503350	$68.00
Dental	503400	$0
Total S+B		**$9,070.00**

BAR into 1004850

The amounts noted herein and reflected on the BAR's will fund these initiatives through the end of FY24. The annualize recurring expense thereafter with benefits included may exceed the appropriated 200K by $15-20K and will be subsidized by Land Use Contracts funding as needed.

ACTION REQUESTED: Please review and approve the attached BAR

ATTACHMENTS: PLUD BAR 112923_Unanticipated GRT

Cc: Richard Brown
Heather Lamboy
Thomas Graham

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

Pg 1/2

DEPARTMENT / DIVISION NAME	DATE
Land Use	11/29/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	1004600	500110		42,560	
FICA	1004600	503100		3,256	
PERA	1004600	503150		9,592	
Med + Life	1004600	503200		8,246	
RHC	1004600	503250		851	
WC	1004600	503350		426	
Dental	1004600	503400		286	
Salaries	1000291	500110		25,200	
FICA	1000291	503100		1,928	
PERA	1000291	503150		5,679	
Med + Life	1000291	503200		8,246	
RHC	1000291	503250		504	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$	$ -

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

FUNDING SOURCE: USE OF PRIOR YEAR GROSS RECEIPTS TAX EARNED IN EXCESS OF BUDGETED ESTIMATES

PG 1/2

{Complete section below if BAR results in a net change to ANY Fund}

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

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Land Use	11/29/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WC	1000291	503350		252	
Dental	1000291	503400		286	
Salaries	1004850	500110		6,810	
FICA	1004850	503100		521	
PERA	1004850	503150		1,535	
Med + Life	1004850	503200		0	
RHC	1004850	503250		136	
WC	1004850	503350		68	
Dental	1004850	503400		0	
TOTAL INCREASE				116,382	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$	$ -

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

FUNDING SOURCE: USE OF PRIOR YEAR GROSS RECEIPTS TAX EARNED IN EXCESS OF BUDGETED ESTIMATES

Budget to fund new FTE Strategic Planner through FY24

Budget to fund new FTE Building Permit Specialist through FY24

Budget to increase hourly rate of vacant Engineer position 190025 through FY24

PG 2/2

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(116,382)
TOTAL:	**(116,382)**

Amanda Encinias — 11/29/2023
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Jason M. Kluck — 11/29/2023
Jason M. Kluck (Nov 29, 2023 15:09 MST)
Department Director Signature — Date

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CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero — 11/30/23
Alexis Lotero (Nov 30, 2023 10:14 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Log # *{Finance use only}* :	
Journal # *{Finance use only}* :	

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

DEPARTMENT / DIVISION NAME	DATE
Land Use	11/29/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Contracts	1004501	510300		240,000	
TOTAL				240,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$	$ -

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

FUNDING SOURCE: USE OF PRIOR YEAR GROSS RECEIPTS TAX EARNED IN EXCESS OF BUDGETED ESTIMATES

Budget for digital planning and development solutions

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(240,000)
TOTAL:	**(240,000)**

Amanda Encinias 11/29/2023
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date
Jason M. Kluck 11/29/2023
Jason M. Kluck (Nov 29, 2023 15:09 MST)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

Alexis Lotero 11/30/23
Alexis Lotero (Nov 30, 2023 10:14 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe, New Mexico
Memorandum

Date: **November 14, 2023**

To: **Governing Body**

Via: Regina Wheeler
Regina Wheeler (Dec 1, 2023 09:17 MST)

Regina Wheeler, Public Works Director

Emily K. Oster
Emily K. Oster (Dec 1, 2023 11:09 MST)

Emily Oster, Finance Director

From: **Jeanne Wolfenbarger, PE Public Works Complete Streets Engineer** Jeanne Wolfenbarger
Erick Aune, MPO Officer Erick Aune
Erick Aune (Dec 1, 2023 09:08 MST)

ACTION

Approval of a Budget Amendment Resolution (BAR) from FY23 Gross Receipts Tax Revenue Earned Over Budgeted Estimates in the Amount of $175,000 to Engage a Consultant to Compile Public Works elements for the City Code Chapter 14 Land Development Code Revision.

BACKGROUND & SUMMARY:

The Chapter 14 Land Development Code Revision project is underway. The elements of this code that relate to rights of way, stormwater, pedestrian and bicycle facilities, parks and street lighting require updating so that public infrastructure built by private developers meets the City's goals. This work will be undertaken by Public Works and MPO in coordination with Land Use.

The street design standards will be updated to reflect Santa Fe values identified in plans, programs and policies including Complete Street resolutions, MPO Master Plans and the City of Santa Fe Multimodal Transition Plan. The City has relied on NMDOT standards and national standards which can result in roads designed which are prioritized for the movement of vehicles limiting options for pedestrians, bicyclists and transit riders.

Funding Source: FY 23 GRT Revenue earned over budgeted estimates

Funding destination
Project Ledger ID/Name: PWD241000A – PW / Land Use Development Code
Fund Name/Number: General Fund/ 100
Org Name/Number: Public Works Admin / 1006001
Object Name/Number: Professional Contracts / 510300

Attachments:
BAR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Public Works Admin	11/13/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Contracts - LU Code Revisions	1006001	510300	PWD241000A	175,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 175,000	$ -

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

Use of prior year Gross Receipts Tax revenue earned over budgeted estimates to enact City Code Chapter 14 Land Development Code revisions within the Public Works Department.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(175,000)
TOTAL:	**(175,000)**

Halona Crowe — Prepared By *{print name}* — 11/13/2023 Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Dec 1, 2023 09:17 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval D

Agenda Item #:

Alexis Lotero (Dec 1, 2023 10:59 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR FY 23 GRT FOR PW CH 14 CODE REVISIONS

Final Audit Report 2023-12-01

Created:	2023-11-30
By:	Halona Crowe (hcrowe@santafenm.gov)
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Signer aclotero@santafenm.gov entered name at signing as Alexis Lotero
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Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
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Agreement completed.
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City of Santa Fe, New Mexico
Memorandum

DATE: **November 27, 2023**

TO: **Governing Body**

VIA: Regina Wheeler
Regina Wheeler (Dec 1, 2023 10:50 MST)
Regina Wheeler, Public Works Department Director

FROM: **Gabrielle Chavez, Transit Director of Administration** gc
Thomas Martinez, Transit Director of Operations tm

ACTION:
Request for approval of a Budget Adjustment Resolution (BAR) in the amount of $542,354 pursuant to a Memorandum of Agreement with the New Mexico Department of Transportation into FY24 Transit Budget.

BACKGROUND AND SUMMARY:
On October 12, 2022, the Governing Body approved an MOA from NMDOT to fund 5 replacement, electric paratransit vans. A BAR was not requested at the time to put the funds into budget. The terms of the agreement state "Capital to Sub-recipient" which requires that the City is responsible for the direct payment to the vendor and will request reimbursement from NMDOT at 100%.

Although the contract is expired, NMDOT has confirmed that the cost of the vans remains eligible for reimbursement by NMDOT. The funding requires no city match, and the net amount of the grant will be reimbursed in the amount of $542,354.00.

CONTRACT INFORMATION:
MUNIS Contract # 3203604

FUNDING SOURCE:
MUNIS ORG/NAME 5400499/TRANSIT CIP
MUNIS OBJ#/NAME 571000/VEHICLES > 1.5
PROJECT LEDGER ID: TAD2355001
GRANTOR ID# FY22 MOA SECTION 5310

ATTACHMENTS:
BAR
EXECUTED MOA

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / Transit	11/17/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5 - Paratrasit Vans	5400499	571000		542,354	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DOT - MOA FY 20 5310-1C Paratransit Vans	5400499	490150		(542,354)	
				$ -	$ -

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

Retroactive appropriation of Federal Transit Administration NM DOT MOA FY 20 5310-1C Enhanced Mobility of Seniors and Individuals with Disabilities Program Funding Award in the amount of $542,354

{Complete section below if BAR results in a net change to ANY Fund}

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

Halona Crowe — 11/17/2023
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Dec 1, 2023 10:50 MST)
Department Director Signature: Regina A. Wheeler — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero (Dec 1, 2023 10:56 MST)
Budget Officer: Andy J. Hopkins — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

memo

Date: September 29, 2022

To: John W. Blair, City Manager

Via: Regina A. Wheeler, Public Works Department Director RW
Emily K. Oster, Finance Director EKO

From: Thomas Martinez, Transit Operations and Maintenance Director
tamartinez@santafenm.gov; 505-955-2006
David A. Chapman, Grant Administrator
dachapman@santafenm.gov; 505-660-2619 DAC

Subject: Request acceptance of Grant Agreement for the FY20 5310-1C Enhanced Mobility of Seniors and Individuals with Disabilities for FY22 Program Funding Award in the amount of $542,354.00 from the Federal Transit Administration, New Mexico Department of Transportation. The funds will be used to purchase of (3) new Lone Star Promaster 3500' 3.6L V6 9, 350 GVWR 21-foot, side-lift position, seven passenger ADA Vans at $167,819.00 each or $503,457.00 for three. These vans will replace para-transit buses that have met or have exceeded their useful life.

The MOA must be executed by 9/30/22. To resolve this challenge, staff is requesting that the City Manager exercise his authority to approve Grants with time sensitive deadlines; and directing him to submit the grant to the Governing Body for Ratification at the earliest regularly scheduled City Council Meeting, thereafter. This authority is pursuant to SFCC 11-4(F)(2)[1].

ITEM

Staffing shortages and Covid played a significant role in our ability to process the documents necessary to move this Memorandum of Agreement (MOA) forward in a timely manner. Seeking City Manager intervention is our only option available to secure this funding.

The City of Santa Fe was awarded financial assistance for the purchase of capital equipment which has been approved by the Department of Transportation (DOT) and the Federal Transit Administration (FTA). Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state. This funding will be used for the purchase of medium-duty and purpose-built vehicles to be used for

the City's ADA para-transit service.

This funding requires no city match and the net amount of the grant is $542,354.00. The procurement method is thru a State of Oklahoma Contract State Price agreement SW0797C FY22.

PROCUREMENT METHOD
Memorandum of Agreement between the New Mexico Department of Transportation and the City of Santa Fe FY22

BUDGET INFORMATION
MUNIS ID# 3203604
ORG# 5400499
OBJ# 571000
PROJECT LEDGER: TAD2355001
GRANTOR ID# FY22 MOA SECTION 5310

Budget
The source of funding in the amount of $542,354.00 will be budgeted in Fund/Business Unit/Line Item: 5**400499.571000**

ACTION REUESTED
Request for the approval to execute a Grant Agreement for FY20 5310-1C Enhanced Mobility of Seniors and Individuals with Disabilities for FY22 Program Funding Award in the amount of $542,354.00 from the Federal Transit Administration, New Mexico Department of Transportation.

Attachments:

- New Mexico Department of Transportation Fiscal Year 2022. Memorandum of Agreement between the New Mexico Department of Transportation and the City of Santa Fe.
- Oklahoma State Price Agreement, SW0797C FY22
- Resolution 2017-59
- Ordinance 2016-34
- Summary of Contracts
- BAR

[1]SFCC 11-4(F)(2) The city manager may approve grant applications, grant awards, grant match requirements, and grant agreements up to and including sixty thousand dollars ($60,000.00), or in any amount if the deadline to approve grant applications, grant awards, grant match requirements, or grant agreements occurs before the deadline to include the application or award on the agenda for the governing body's next regularly scheduled meeting, in which case the application or award shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

FISCAL YEAR 2022 (FY 22)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and **CITY OF SANTA FE** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5310 Program (Program);

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for the purchase of capital equipment, which has been approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. **Scope of Program.**

   A. **Operations Profile.** The Subrecipient shall undertake and complete the Program as described in the Operations Profile, which is incorporated by reference, which is incorporated by reference and is on file with the Department and the Subrecipient.

   B. **Use of Capital Equipment.** The Subrecipient agrees that any capital equipment, purchased under this Agreement, shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in writing, five (5) business days of such event, and shall return the Program equipment in accordance with *Section 15. Use of Program Equipment.*

   C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient must notify and seek approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Notice must be in writing via email five (5) business days prior to the reduction or elimination services. Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause.*

   D. **Personnel.** The Subrecipient shall maintain and update organizational contacts in the Electronic Grants Management Performance System (BlackCat).

2. **Cost of Program.**

   The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 22

Santa Fe Trails, City of Santa Fe	Total	Federal	Local
Capital to Sub-recipient (100%) Section 5310	$ 542,354.00	$ 542,354.00	$ -
Total Capital	$ 542,354.00	$ 542,354.00	$ -

Vehicle purchase funds that are not obligated by contract by August 31, 2022, may revert to the Department.

This program is funded with grants provided by FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Catalog of Federal Domestic Assistance number 20.513. (See **Attachment A**.) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. **Method of Payment.**

The Department shall either reimburse the Subrecipient or pay the vendor on behalf of the Subrecipient for the Department's share of the Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed.

Invoices shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

4. **Eligible Costs.**

A. Eligible costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards.

B. Capital costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.

C. Match shall be provided in cash from eligible matching sources.

5. **State General Appropriation Funds Not Obligated.**

Nothing in this Agreement shall be construed as obligating state general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. **Term.**

This Agreement becomes effective upon the signature of all parties. The effective date is the date the last party signed the Agreement on the signature page below. Only eligible costs incurred under this Agreement from October 1, 2021 to September 30, 2022 may be reimbursed.

7. **Termination for Cause.**

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program.*

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F, and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j)(1) as amended by Moving Ahead for Progress in the 21st Century (MAP-21) and Fixing America's Surface Transportation Act (FAST Act).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of $10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

A. **Method of Acquisition**. In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

B. **Multi-year Options**. In accordance with 49 U.S.C. Section 5325(c)(1), a recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

C. **Buy America**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.

D. **Pre-Award and Post-Delivery Audits**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.

E. **Bus Testing**. To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on the Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy. A certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

A. A Program Vehicle Inventory must be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and defect maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major defect maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.

C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.

D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.

E. Each vehicle must contain a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters while the vehicle is in operation.

F. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program.*

G. Failure to use the equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause.*

H. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, insurance claims, shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause.*

I. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.

J. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. Subrecipient may also contact the Department to obtain specific disposition instructions.

K. The Department may require that Program equipment purchased under FTA programs on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.

L. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the Straight Line Depreciation method.

M. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of

the exceptions must be "incidental." For example, it must not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Typical Characteristics		Minimum Life (either years or miles)	
	Approx. GVW	**Average Cost**	**Years**	**Miles**
Heavy-Duty Large Bus	33,000 to 40,000lbs	$325,000 to over $600,000	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	$75,000 to $175,000	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	$50,000 to $65,000	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	$30,000 to $40,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 16. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, please refer to the Vehicle Title Release and Disposition sections of the *New Mexico State Management Plan* for the Administration of Federal Transit Grants.

20. Reporting Requirements.

The Subrecipient shall keep satisfactory records with regard to the use of the property and shall submit to the Department, as requested, such information as is required to assure compliance with this Agreement and shall immediately notify the Department in all cases where Program equipment is used in a manner substantially different from that described in the Program Description. The reporting period shall extend as long as the Department holds the lien to the vehicle.

A. **Vehicle Inspection Records**. The Subrecipient shall keep Vehicle Inspection Records on the use of each transit vehicle and shall submit to the Department, upon request, such information.

B. **Vehicle Updates**. The Program Vehicle Inventory shall be reported and updated within the BlackCat as changes to the vehicle inventory occur.

C. **Quarterly Ridership Reporting**. The Program Ridership Data shall be reported and updated within BlackCat quarterly and as changes to the vehicle inventory occur. Quarterly Ridership Reports are due thirty (30) days after the quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.

D. **Drug and Alcohol Compliance Review/Report (only applicable to agencies with CDL drivers who operate Commercial Motor Vehicles (CMVs), purchased using Section 5310 Funds, on public roads. See Section 29)**. The Subrecipient will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will implement corrective actions, including supportive documentation, for all deficiencies cited in the final report and respond to all recommendations within ninety (90) days of the report's issuance.

E. **Technical Assistance and Compliance Review/Report**. The Subrecipient will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will implement corrective actions, including supportive documentation, for all deficiencies cited in the final report and respond to all recommendations in the final report within ninety (90) days of the report's issuance.

The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause.*

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the state and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the state or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found here.

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*. The Subrecipient agrees to provide the Department with a copy of the audit report concerning any portion of the Agreement period within the earlier of 30 calendar days after receipt of the auditor's report or nine (9) months after the end of the audit period. Should the Subrecipient fail to produce the annual audit, the Department may, at its option, commission such an audit payable out of Program funds.

24. Audit Exceptions.

If federal or state audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorney's fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in the following programs: first aid, cardiopulmonary resuscitation (CPR), blood borne pathogens, START, defensive driving, crisis management, and passenger safety, sensitivity and wheelchair securement. All new drivers must be trained and certified in the above listed areas within six (6) months of their date of hire. For the first aid, blood borne pathogens, defensive driving, crisis management, and passenger safety, sensitivity and wheelchair securement training, the drivers must recertified every three (3) years. For the cardiopulmonary resuscitation (CPR) training, the drivers must be recertified every two (2) years. All full time, part time, substitute/fill-in, or volunteer vehicle operators shall have in their possession valid certifications (driver's license) while operating a public transportation vehicle.

Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause.*

28. No Federal Government Obligation to Third Parties.

A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the underlying Agreement.

B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

A. The Federal Motor Carrier Safety Administration (FMCSA), along with the Department of Transportation (DOT), requires that persons subject to the commercial driver's license (CDL) requirements and their employers follow alcohol and drug testing rules that comply with 49 C.F.R. Part 382. *CDL drivers who operate Commercial Motor Vehicles (CMVs), purchased using Section 5310 Funds, on public roads are subject to drug and alcohol testing under 49 C.F.R. Part 382.*

B. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 382, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program; and review the testing process.

C. The Subrecipient will submit for review and approval, a copy of its Policy Statement developed to implement its drug and alcohol testing program.

D. The Subrecipient agrees to participate in the Department's consortium.

E. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.

F. The Subrecipient will participate in Department-provided training opportunities.

G. The Subrecipient will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will implement corrective actions, including supportive documentation, for all deficiencies cited in the final report and respond to all recommendations within ninety (90) days of the report's issuance.

30. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, state and local laws and ordinances applicable to the work called for under this Agreement.

A. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12132, and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age**. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.

3. **Disabilities**. In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The Subrecipient also agrees to ensure these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

31. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

32. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5310, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C. Section 5307(n)(1) on the Subrecipient, to the extent the federal government deems appropriate.

C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with FTA funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

33. Lobbying.

A subrecipient receiving $100,000.00 or more of 49 U.S.C. Section 5310 shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." The Lobbying Certification is attached as **Certification 2**. The Subrecipient must certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

If the Subrecipient hires a third-party contractor, the contractor must provide the Lobbying Certification to the Subrecipient. Each tier below the contractor shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

34. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

35. Clean Water and Air Requirements.

A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*. The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding $100,000.00 and financed in whole or in part with federal assistance provided by the FTA.

36. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq*.

37. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. Part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the Department so that it can notify the Federal Government. The Subrecipient must include a similar notification requirement in its third-party agreements and must require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

39. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient must register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

40. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique identifier—DUNS—of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 37, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with the SAM and DUNS websites and provide that information to the Department.

41. Severability.

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

42. Scope of Agreement.

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

43. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, state and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

44. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4220.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements.

45. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs B and C*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

Justin Reese
Justin Reese (Oct 25, 2021 15:52 MDT)

Michael Sandoval, NMDOT Cabinet Secretary or Designate

Oct 25, 2021
Date

CITY OF SANTA FE

John Blair
John Blair (Sep 30, 2022 12:54 MDT)

Signature

Name/Title (please print)

Sep 30, 2022
Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

NMDOT Assistant General Counsel

Oct 25, 2021
Date

CITY OF SANTA FE:

John Blair
John Blair (Sep 30, 2022 12:54 MDT)

JOHN BLAIR, CITY MANAGER, SIGNED PURSUANT TO SFCC 11-4(F)(2)

Sep 30, 2022

DATE

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 10, 2021 09:34 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 30, 2022 12:45 MDT)

EMILY OSTER, FINANCE DIRECTOR

ORG/OBJ CODE:
5400499.571000
BUSINESS UNIT/LINE ITEM
FY22 MOA NMDOT & City of Santa Fe dac

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**NM-2022-XXX**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**6/3/2020**
(v) Subaward Period of Performance Start and End Date;	**10-01-2021 thru 09-30-2022**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $542,354.00**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $542,354.00**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $542,354.00**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY20 5310-1C Enhanced Mobility of Seniors and Individuals with Disabilities for FY22 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the
United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
   d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
   e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
   g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
   h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
   i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) Subrecipient implements its Award,

(2) Subrecipient undertakes property acquisitions, and

(3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

(4) Lease, or

(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

(1) Federal assistance is provided for its Award,

(2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,

(3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,

(4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or

(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

(1) Construct any facility,

(2) Obtain any rolling stock or other equipment,

(3) Undertake studies,

(4) Conduct research, or

(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

(1) Excluded from participation,

(2) Denied benefits, or

(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____

LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding $100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding $100,000 until the Applicant provides this certification.

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding $100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans, and cooperative agreements).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____

CITY OF ALBUQUERQUE
BUSINESS REGISTRATION

CITY OF ALBUQUERQUE
P.O. BOX 1293
ALBUQUERQUE, NM 87102

CREATIVE BUS SALES, INC.
14740 RAMONA AVE
CHINO CA 91710

CITY OF ALBUQUERQUE

CREATIVE BUS SALES, INC. (CREATIVE BUS SALES INC)
5760 PINO AV NE

PERMIT NO: BRC-2012-324426

PROGRAM: BUSINESS REGISTRATION

EFFECTIVE FROM: 02/01/2022 THROUGH: 01/31/2023

HAVING COMPLIED WITH THE FEE REQUIREMENTS OF CHAPTER 13 ARTICLE 1 OF THE REVISED ORDINANCES.

REGISTRATION OR LICENSING WITH THE CITY OF ALBUQUERQUE AND PAYMENT OF FEES DOES NOT CONSTITUTE A WAIVER OF ANY REQUIREMENTS OR PROVISIONS CONTAINED AT ANY LAW.

THE ACTIVITY/BUSINESS PROPOSED TO BE CONDUCTED AT ANY LOCATION WITHIN THE CITY SHALL BE APPROVED BY THE CITY'S ZONING ENFORCEMENT OFFICER PRIOR TO COMMENCING THE ACTIVITY/BUSINESS.

PLANNING DEPARTMENT - CODE ENFORCEMENT DIVISION

WWW.BIZREG.CABQ.GOV

(505) 924-3890

POST IN A CONSPICUOUS PLACE

Signature: David A. Chapman
David A. Chapman (Sep 30, 2022 12:22 MDT)

Email: dachapman@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Sep 30, 2022 12:29 MDT)

Email: rawheeler@santafenm.gov

Signature: Thomas Martinez
Thomas Martinez (Dec 1, 2023 10:43 MST)

Email: tamartinez@santafenm.gov

Signature:
Gabrielle Chavez (Dec 1, 2023 10:46 MST)

Email: gnchavez@santafenm.gov

Memo-BAR GB MOA Section 2310-1C

Final Audit Report 2023-12-01

Created:	2023-11-29
By:	Halona Crowe (hcrowe@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUfAH_S1QB8f6EMs2PFnhAwDBuW9ztaiw

"Memo-BAR GB MOA Section 2310-1C" History

Document created by Halona Crowe (hcrowe@santafenm.gov)
2023-11-29 - 11:08:07 PM GMT

Document emailed to Thomas Martinez (tamartinez@santafenm.gov) for signature
2023-11-29 - 11:10:26 PM GMT

Email viewed by Thomas Martinez (tamartinez@santafenm.gov)
2023-12-01 - 5:43:06 PM GMT

Document e-signed by Thomas Martinez (tamartinez@santafenm.gov)
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Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)
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2023-12-01 - 5:50:00 PM GMT

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2023-12-01 - 5:50:17 PM GMT

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2023-12-01 - 5:50:19 PM GMT - Time Source: server

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2023-12-01 - 5:50:23 PM GMT

Email viewed by aclotero@santafenm.gov

2023-12-01 - 5:55:47 PM GMT

Signer aclotero@santafenm.gov entered name at signing as Alexis Lotero

2023-12-01 - 5:56:35 PM GMT

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)

Signature Date: 2023-12-01 - 5:56:37 PM GMT - Time Source: server

Agreement completed.

2023-12-01 - 5:56:37 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: November 28, 2023

TO: Governing Body
Finance Committee Meeting
Public Works Committee Meeting

VIA: Emily Oster, Finance Director
Kyra Ochoa, Community Health & Safety Director KO

FROM: Brian Moya, Fire Chief BJM

ACTION:
Requesting approval of the Budget Adjustment Resolution (BAR) for the allocation of funds in the amount of $611,520 from FY23 Gross Receipts Tax (GRT) revenue earned over budgeted estimates to the Fire General Fund to purchase a new ambulance; to employ 8 new full-time staff; and to procure the necessary supplies and equipment for the operational facilitation of the new ambulance.
(Brian Moya, Fire Chief, (505)955-3111; bjmoya@santafenm.gov)

BACKGROUND AND SUMMARY:
Due to an allocation of unanticipated Gross Receipts Tax (GRT) revenue for FY23 funds have been provided to City projects that have been identified as critical for ongoing City operations. The Fire Department has been selected to receive a total of $1,000,000 from the GRT revenue to purchase a new ambulance; to employ 8 new full-time staff; and to procure the necessary supplies and equipment for the operational facilitation of the new ambulance. The amount being requested is reflective of the current FY24 cost. The purchase of the ambulance is a one-time cost; however, the 8 FTE positions are recurring.

The decision to purchase the additional ambulance stems from the findings of the Community Risk Assessment and Standards of Cover Study conducted by Fitch and Associates. The report highlighted the urgent need for extra units to enhance community coverage and enable faster responses to life-saving emergency calls.

ACTION REQUESTED:
The Santa Fe Fire Department respectfully requests your review and approval of the Budget Adjustment Resolution (BAR) as described above.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety / Fire Department	11/28/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries (General)	1000021	500110		332,988	
Vehicles <1.5 Tons	1000186	570950		212,000	
Equipment & Machinery NonExempt	1002001	570500		66,532	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 611,520	$ -

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

Use of prior year Gross Receipts Tax (GRT) earned in excess of budgeted estimates to acquire a new ambulance; to employ 8 new full-time staff; and finally, to procure the necessary supplies and equipment for the operational facilitation of the new ambulance

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(611,520)
TOTAL:	(611,520)

Victoria Velarde — 11/28/2023
Prepared By *(print name)* — Date

11/29/2023
Division Director Signature *(optional)* — Date

Kyra Ochoa (Nov 29, 2023 11:24 MST) — Nov 29, 2023
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Alexis Lotero (Dec 1, 2023 09:55 MST) — Dec 1, 2023
Budget Officer — Date

Finance Director *(≤ $5,000)* — Date

City Manager *(≤ $60,000)* — Date

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/27/2023 **Submitted By:** Victoria Velarde

Department: Community Health & Safety **Division:** Fire

Org Code: 1000021 **Percent Charged:**[2] 100.0%

Proposed Range: F05 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 12 **Proposed Hourly:** $ 24.142 **Within Range?**[5] #N/A

UNION STATUS: FIRE (2080 HRS) **Total Annual Hours:** 960 **Annual Salary:** $ 50,215

SALARY/BENEFITS - $ IMPACT ***Amounts to Budget***

Description	Object	Increase / (Decrease)
Salaries	500110	$ 23,176
FICA/Medicare	503100	$ 336
Retirement (PERA)	503150	$ 8,818
Med/Life	503200	$ 7,068
Retiree Health Care	503250	$ 579
Workers' Comp	503350	$ 232
Dental	503400	$ 245
TOTAL		**$ 40,454**

For Budget Use Only

Budget Log # SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter Trainee(1)

Brian J Moya

Brian J Moya (Nov 29, 2023 09:36 MST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 29, 2023 10:07 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/27/2023 **Submitted By:** Victoria Velarde

Department: Community Health & Safety **Division:** Fire

Org Code: 1000021 **Percent Charged:**[2] 100.0%

Proposed Range: F05 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 12 **Proposed Hourly:** $ 24.142 **Within Range?**[5] #N/A

UNION STATUS: FIRE (2080 HRS) **Total Annual Hours:** 960 **Annual Salary:** $ 50,215

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 23,176
FICA/Medicare	503100	$ 336
Retirement (PERA)	503150	$ 8,818
Med/Life	503200	$ 7,068
Retiree Health Care	503250	$ 579
Workers' Comp	503350	$ 232
Dental	503400	$ 245
TOTAL		**$ 40,454**

For Budget Use Only

Budget Log # SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter Trainee(2)

Brian J Moya

Brian J Moya (Nov 29, 2023 09:36 MST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 29, 2023 10:07 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/27/2023	**Submitted By:**	Victoria Velarde
Department:	Community Health & Safety	**Division:**	Fire
Org Code:	1000021	**Percent Charged:[2]**	100.0%
Proposed Range:	F05	**FTE % (100% = FT):[3]**	100.0%
# of Effective Pay Periods (1 to 26):[4]	12	**Proposed Hourly:**	$ 24.142
Within Range?[5]	#N/A		
UNION STATUS:	FIRE (2080 HRS)	**Total Annual Hours:**	960
Annual Salary:	$ 50,215		

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 23,176
FICA/Medicare	503100	$ 336
Retirement (PERA)	503150	$ 8,818
Med/Life	503200	$ 7,068
Retiree Health Care	503250	$ 579
Workers' Comp	503350	$ 232
Dental	503400	$ 245
TOTAL		**$ 40,454**

For Budget Use Only

Budget Log #	SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter Trainee(3)

Brian J Moya

Brian J Moya (Nov 29, 2023 09:36 MST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 29, 2023 10:07 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/27/2023 **Submitted By:** Victoria Velarde

Department: Community Health & Safety **Division:** Fire

Org Code: 1000021 **Percent Charged:**[2] 100.0%

Proposed Range: F05 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 12 **Proposed Hourly:** $ 24.142 **Within Range?**[5] #N/A

UNION STATUS: FIRE (2080 HRS) **Total Annual Hours:** 960 **Annual Salary:** $ 50,215

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 23,176
FICA/Medicare	503100	$ 336
Retirement (PERA)	503150	$ 8,818
Med/Life	503200	$ 7,068
Retiree Health Care	503250	$ 579
Workers' Comp	503350	$ 232
Dental	503400	$ 245
TOTAL		**$ 40,454**

For Budget Use Only

Budget Log #	SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter Trainee(4)

Brian J Moya

Brian J Moya (Nov 29, 2023 09:36 MST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 29, 2023 10:07 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/27/2023 **Submitted By:** Victoria Velarde

Department: Community Health & Safety **Division:** Fire

Org Code: 1000021 **Percent Charged:**[2] 100.0%

Proposed Range: F05 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 12 **Proposed Hourly:** $ 25.845 **Within Range?**[5] #N/A

UNION STATUS: FIRE (2080 HRS) **Total Annual Hours:** 960 **Annual Salary:** $ 53,758

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 24,811
FICA/Medicare	503100	$ 360
Retirement (PERA)	503150	$ 9,441
Med/Life	503200	$ 7,068
Retiree Health Care	503250	$ 620
Workers' Comp	503350	$ 248
Dental	503400	$ 245
TOTAL		**$ 42,793**

For Budget Use Only

Budget Log # SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter/Paramedic Trainee (1)

Brian J Moya

Brian J Moya (Nov 29, 2023 09:36 MST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 29, 2023 10:07 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request: 11/27/2023 **Submitted By:** Victoria Velarde

Department: Community Health & Safety **Division:** Fire

Org Code: 1000021 **Percent Charged:**[2] 100.0%

Proposed Range: F05 **FTE % (100% = FT):**[3] 100.0%

# of Effective Pay Periods (1 to 26):[4] 12 **Proposed Hourly:** $ 25.845 **Within Range?**[5] #N/A

UNION STATUS: FIRE (2080 HRS) **Total Annual Hours:** 960 **Annual Salary:** $ 53,758

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 24,811
FICA/Medicare	503100	$ 360
Retirement (PERA)	503150	$ 9,441
Med/Life	503200	$ 7,068
Retiree Health Care	503250	$ 620
Workers' Comp	503350	$ 248
Dental	503400	$ 245
TOTAL		**$ 42,793**

For Budget Use Only

Budget Log #	SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter/Paramedic Trainee (2)

Brian J Moya
Brian J Moya (Nov 29, 2023 09:36 MST)
Department Director Approval (signature)

Anita C. Medina
Anita C. Medina (Nov 29, 2023 10:07 MST)
Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/27/2023	**Submitted By:**	Victoria Velarde
Department:	Community Health & Safety	**Division:**	Fire
Org Code:	1000021	**Percent Charged:**[2]	100.0%
Proposed Range:	F05	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	12	**Proposed Hourly:**	$ 25.845
		Within Range?[5]	#N/A
UNION STATUS: FIRE (2080 HRS)		**Total Annual Hours:**	960
		Annual Salary:	$ 53,758

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 24,811
FICA/Medicare	503100	$ 360
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Workers' Comp	503350	$ 248
Dental	503400	$ 245
TOTAL		**$ 42,793**

For Budget Use Only

Budget Log #	SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter/Paramedic Trainee (3)

Brian J Moya

Brian J Moya (Nov 29, 2023 09:36 MST)

Department Director Approval (signature)

Anita C. Medina

Anita C. Medina (Nov 29, 2023 10:07 MST)

Budget Approval (signature)

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	11/27/2023	**Submitted By:**	Victoria Velarde
Department:	Community Health & Safety	**Division:**	Fire
Org Code:	1000021	**Percent Charged:**[2]	100.0%
Proposed Range:	F05	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	12	**Proposed Hourly:**	$ 25.845
Within Range?[5]	#N/A		
UNION STATUS: FIRE (2080 HRS)		**Total Annual Hours:**	960
Annual Salary:	$ 53,758		

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

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Salaries	500110	$ 24,811
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Dental	503400	$ 245
TOTAL		**$ 42,793**

For Budget Use Only	
Budget Log #	SA00188

Comments/Justification *(use multiple lines below if needed):*

FTE Firefighter/Paramedic Trainee (4)

Brian J Moya
Brian J Moya (Nov 29, 2023 09:36 MST)
Department Director Approval (signature)

Anita C. Medina
Anita C. Medina (Nov 29, 2023 10:07 MST)
Budget Approval (signature)