Agenda

Regular Meeting of the Governing Body
October 29, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall*, members of the public may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording*, if created,* of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/86998929976

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 869 9892 9976. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Lindell
3. Salute to the New Mexico Flag
   a. Councilor Michael Garcia
4. Invocation and Rememberances

a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Biannual Municipal Court Update/Budget. (Judge Chad Chittum, Municipal Court Judge; cdchittum@santafenm.gov)

   b. Presentation of the Fiscal Year 2026 First Quarter Health Benefits Performance Analysis. (Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov, Sarah Bolleter-Gonzales, Assistant Human Resources Director, snbolleter-gonzales@santafenm.gov, Alvin Valdez, Benefits and Wellness Manger, aavaldez1@santafenm.gov. AON Staff Member, Trey Sarsfield, Consulting Actuary)

   c. Midtown Update. (Mark Scott, City Manager; mscott@santafenm.gov and Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov)

9. Action Items: Consent Agenda

   a. Request for Approval of the October 8, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

      Committee Review:
      Governing Body: 10/29/2025

   b. Request for Approval of the 2026 Governing Body and Council Committee Meeting Calendar. (Xavier Vigil, Assistant City Clerk; xivigil@santafenm.gov)

      Committee Review:
      Governing Body: 10/29/2025

   c. Request for Approval of the 2026 City of Santa Fe Employee Calendar. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov)

      Committee Review:
      Governing Body: 10/29/2025

   d. Request for Approval of Ratification of City Manager's Approval of the U.S. Department of Transportation Federal Aviation Administration Grant #3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F-Design. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Governing Body: 10/29/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design from Grant Revenue for the Rehabilitation of Taxiway F- Design. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

f. Request for Approval of Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant #3-35-0037-067-2025 in the Amount of $249,950 for the Reconstruction of the Airport Lighting Vault - Phase 1. (Paulette Ortiz, Grant Administrator; pkortiz@santafenm.gov)

Committee Review:
Governing Body: 10/29/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,450 to Increase WIP Design from Grants Revenue for the Reconstruction of the Airport Lighting Vault. (Paulette Ortiz, Grant Administrator; pkortiz@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

h. Request for Approval of a Professional Services Contract with Santa Fe Watershed Association for the Santa Fe Conservation and Sustainability Education Programming in the Total Amount of $454,387.50 for a Four-Year Term. (Christine Chavez, Water Conservation Manager; cychavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

i. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $112,000 from Road Impact Fees to FY26 Complete Streets

Revenue and Expenses for the Completion of the Engineering Design of Henry Lynch Road Reconstruction Project. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review;
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

j. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $510,214 to Increase the Repairs & Maintenance and Professional Contracts Using FY26 Available Airport Revenue in Excess of Budgeted Expenditures. (Jimmy Gunn, Interim Airport Director jdgunn@santafenm.gov and Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

k. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3151 Improvements to Fire Station Facilities in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

Committee Review
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

l. Request for Approval of the New Mexico, Department of Finance and Administration Grant Appropriation #25-J3149 in the Total Amount of $1,900,000 with a Reversion Date of June 30, 2027, to Purchase and Equip a Ladder Truck. (Sten Johnson, Fire Department Assistant Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds in the Amount of $1,900,000 into FY26 Revenue and Expenses for Fire Support Services.

Committee Review:

Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

m. Request for Approval of the New Mexico Department of Finance and Administration Grant Appropriation #25-J3150 in the Total Amount of $525,000 to Purchase and Equip a Fire Engine with a Reversion Date of June 30, 2027. (Sten Johnson, Fire Department Assistant Chief; sajohnson@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of an Additional $525,000 into FY26 Revenue and Expenses for Fire Support Services.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

n. Request for Approval of Capital Outlay Grant Agreement from the New Mexico Department of Finance and Administration for Project 25-J3155 for MRC Soccer Valley Expansion in the Total Amount of $3,000,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,000,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for the MRC Soccer Valley Expansion Project.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

o. Request for Approval of Capital Outlay Grant Agreement from the New Mexico Department of Finance and Administration for Capital Appropriation Project 25-J3152 Fort Marcy Park Baseball Field Improvements in the Total Amount of $500,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Legislative Grant Funds in the Total Amount of $500,000 to Parks and Open Space FY26 Revenue and WIP Construction for the Fort Marcy Park Baseball Field Improvements Project.

Committee Review:
Public Works and Utilities Committee: 10/20/2025

Finance Committee: 10/27/2025
Governing Body: 10/29/2025

p. Request for Approval of Capital Outlay Grant Agreement #25-J3156 with the New Mexico Department of Finance and Administration for MRC Irrigation Upgrades in the Total Amount of $200,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Legislative Grant Funds in the Total Amount of $200,000 to Parks and Open Space FY26 Revenue and WIP Construction for the MRC Irrigation Project.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

q. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from Available General Fund Balance to Parks and Open Space FY26 WIP Construction for the Shelby Pedestrian Bridge Replacement. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

r. Request for Approval of a Professional Service Contract with SKM Engineering for On-Call SCADA and Controls Engineering Services in the Total Amount of $346,200 Including NMGRT for a Four-Year Term. (P. Fred Heerbrandt, P.E., Engineering Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $346,200 from the Wastewater Enterprise Fund to WIP Construction.

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

s. Request for Approval of the Purchase of Two Automated Side-Loading Collection Vehicles in the Total Amount of $851,054.20 Excluding NMGRT with MHC Texas Kenworth. (Martin Valdez, ESD Fleet Manager, mjvaldez@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

t. Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3141 Improvements to the Fogelson Library Complex in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Design for Improvements to the Fogelson Library Complex.

Committee Review
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

u. Request for Approval of Assignment and Estoppel of Leases from Jet Center at Santa Fe Real Estate, LLC, to Atlantic Aviation Santa Fe, LLC Pursuant to the Transfer Provision of those Leases. (Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

v. Request for Approval of Amendment No. 2 to Software as a Service Agreement, Item# 17-0381 with Tyler Technologies, Inc. to Increase the Compensation by $1,144,148 for a New Total Amount of $9,431,664.12 and to Extend the Termination Date to August 31, 2026, for Tyler Munis and EnerGov Software. (Eric Candelaria, ITT Department Director, edcandelaria@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

w. Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $92,509 from the General Fund Balance to the Municipal Court Budget. (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

Committee Review
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

x. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,584,933 to Re-Appropriate the Economic Development FY25 One-Time Funding to the FY26 Budget for Small Business Crime Mitigation and Workforce Development. (Loretta Olguin, Business Operations Manager; lsolguin@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

y. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $168,568 to Re-Appropriate the Unused Balance from FY25 General Fund Appropriation to FY26 to Fund Previously Existing Contracts. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov).

Committee Review:
Quality of Life Committee:10/22/2025
Finance Committee: 10/27/2025
Governing Body:10/29/2025

z. Request for Approval of Amendment No. 3 to Item #23-0375 with Homewise to Increase the Compensation by $190,000 for a New Total Contract Amount of $760,000 and to Extend the Term through June 30, 2026 to Provide Homebuyer/Owner Support Services to Residents of Santa Fe with Low and Moderate Incomes. (Roberta L. Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

aa. Request for Approval of Amendment No. 3 to Item #22-0376 with the Housing Trust to Increase the Compensation by $110,000 for a New Total Contract Amount of $440,000 and to Extend the Term through June 30, 2026, to Provide Homebuyer/Owner Support Services to Residents of Santa Fe with Low and Moderate Incomes. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

bb. Request for Approval of Intergovernmental Agreement Between the First Judicial District Attorney's Office and Santa Fe County to Collaboratively Implement, Sustain, and Evaluate Two Programs: The Youth Community Violence Initiative and a Youth Diversion Initiative Known as Uplift Youth to Reduce Youth Involvement in Violence and the Juvenile

Justice System through Proactive, Trauma-Informed, and Community-Centered Approaches, for a Term Ending on December 31, 2025. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

cc. Request for Approval of Amendment No. 1 to Item #24-0596 Intergovernmental Agreement with the New Mexico Children, Youth and Families Department to Decrease the FY26 Budget from $316,342 to $218,822 for Alternative to Detention Services in the City of Santa Fe. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) to Decrease Grant Proceeds by $97,520 in FY26.

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

dd. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $6,656,267 to FY26 for Homelessness Service Contracts. (Kristen Woods, Program Manager Youth & Family Services; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

ee. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $200,000 to FY26 for One-time Midyear Funding for the City's Afterschool Program. (Brian Stinett, Recreation Division Director; bjstinett@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

ff. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the
Amount of $175,000 to FY26 for Teen Center Remodel and Replacement for Ice Arena Repair and Maintenance. (Brian Stinett, Recreation Division Director; bjstinett@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025

Governing Body: 10/29/2025

gg. Request for Approval of a Budget Amendment Resolution (BAR) Appropriating Bond Proceeds, Premiums and Issuance Fees for the 2025 General Obligation Bond Issue. (Andy J. Hopkins, Budget Officer; ajhopkins@santafenm.gov and Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

hh. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 from Prior Year, FY2025 General Fund Balances to Support Continuation of Audit Support Accounting Services Professional Contracts. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

ii. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,103 to Fund the Previously-Frozen Risk and Safety Compliance Officer Position. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov).

Committee Review:
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

jj. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Requiring a "Micro Community" in Every City of Santa Fe Council District by January 1, 2027, or, if that Timeline is not met, A Presentation explaining the Barriers to Meeting the Timeline and Recommending How and When the Goal of a Micro Community in Every District Can Be Achieved. (Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Quality of Life Committee: 10/01/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

10. Action Items: Discussion Agenda

11. Matters from the City Manager

12. Matters from the City Attorney

a. **Executive Session**
In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, Including, but not Limited to, Discussion of *Pueblo of Sandia v. City of Rio Rancho and Mike Hamman, New Mexico State Engineer*, Ct. App. No. A-1-CA-42980; *King County v. Turner and the U.S. Department of Housing and Urban Development, et. al*, 2:25-cv-00814; and *Damian Vigil v. City of Santa Fe and K-9 Services*, and Subpart (H)(8), Discussion of the Purchase, Acquisition, or Disposal of Real Property or Water Rights, in Particular, Disposition of a Property Leased to La Familia Medical Center at 1035 Alto Street and Disposition of Parcels of the Midtown Property located at 1600 St. Michael's Drive. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

13. Executive Session Action Items

    a. Approval of City of Santa Fe Joining Santa Fe County as an Amicus in *Pueblo of Sandia v. City of Rio Rancho and Mike Hamman, New Mexico State Engineer*, Ct. App. No. A-1-CA-42980.

    b. Approval of Attorney-Client Privileged Recommended Next Steps in *Damian Vigil v. City of Santa Fe and K-9 Services*, D-101-CV-2023-00106.

    c. Approval of Contract for Pro-Bono Legal Representation by the Public Rights Project in *City and County of San Francisco et al vs. Trump*, 3:25-cv-01350.

    d. Approval of Contract for Pro-Bono Legal Representation by the Public Rights Project in *San Francisco Unified School District and City of Santa Fe v. Americorps*, 3:25-cv-02425.

    e. Approval to Join other Municipalities and Counties in *King County v. Turner and the U.S. Department of Housing*, et. al, 2:25-cv-00814, Challenging Illegal Grant Requirements in Federal Grants from the Housing and Urban Development Department and Other Federal Departments.

    f. Approval of Contract for Pro-Bono Legal Representation by the Public Rights Project in *King County v. Turner and the U.S. Department of Housing*, et. al, 2:25-cv-00814.

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
    A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign

Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number I3319, Control Number C5243319, to Acquire Rights of Way for and to Plan, Design, Construct, and Improve the Intersection of Rufina Street and Lopez Lane. (Regina Wheeler, Public Utilities Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

b. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez)
A Resolution Authorizing City of Santa Fe Repetitive and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, Appropriation ID Number I3319, Control Number C5243319, to Acquire Rights of Way for and to Plan, Design, Construct Improvements to Rufina Street and Lopez Lane Intersection and Accepting Responsibility for the Project. (Regina Wheeler, Public Utilities Director; rawheeler@santafenm.gov)

Committee Review:
Governing Body (Introduced): 10/29/2025
Public Works and Utilities Committee: 11/03/2025
Finance Committee: 11/10/2025
Governing Body: 11/12/2025

c. CONSIDERATION OF BILL NO. 2025-25. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jamie Cassutt)
A Bill Updating the Rates and Service Charges for Water Utility Services. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review Schedule:
Governing Body (Introduced): 10/29/2025
Governing Body (Public Comment): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Finance Committee: 12/08/2025
Governing Body: 01/14/2025 (PENDING APPROVAL OF MEETING DATES)

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

a. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025____.(Councilor Jamie Cassutt, Councilor Signe Lindell, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending SFCC 1987, Section 5-2, to Define “Abandonment” and

"Unattended Animal"; Section 5-5.4 to Prohibit Keeping an Animal On any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, "Unattended Animal", Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal From $200 to $500, Impose a $200 Fine for a First Unattended Animal Offense and a $500 Fine for Subsequent Offenses, and Impose A $200 Fine for Keeping Animals on Medians. (Thomas Grundler, Deputy Chief of Police; Paul Joye, Chief of Police)

Committee Review:
Governing Body (Introduced): 10/8/2025
Governing Body (Public Comment): 10/29/2025
Quality of Life Committee: 11/5/2025
Finance Committee: 11/10/2025
Governing Body: 12/10/2025

19. Final Action on Legislation (Public Hearing)

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

21. Appointments

    a. Sister Cities Committee

    - Jeff Case - Reappointment - Term Ending 10/2027
    - Ron Press - Appointment to Member - Term Ending 10/2027
    - Kerri Cottle - Reappointment - Term Ending 10/2027

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

Quarterly Plan Experience Summary

FY 2026 Medical / Rx

Governing Body Committee Meeting

City of Santa Fe

Presented: October 29, 2025



Medical Plan Rate History (FY2020 - Current)

Fiscal Year	Recommendations for Plan Sustainability	Actual Change to Rate or Plan
FY2026 (July 1, 2025-June 30, 2026)	Result of Medical / Rx RFP: Move to BCBSNM, Maintain FY2025 medical insurance rates (0.0% increase)	All rates held from FY2025 – 0% increase
FY2025 (July 1, 2024-June 30, 2025)	6.8% increase to medical insurance rates	All rates except HRA EE Only rate increased 6.8% HRA EE Only rate was reduced from $82 to $75 to comply with ACA Affordability requirements
FY2024 (July 1, 2023-June 30, 2024)	0.5% increase to medical insurance rates	Fire Union Employees - 0.5% increase to medical insurance rates All employees except Fire Union-7% increase to medical insurance rates (0.5% for FY2024 and the remaining 6.5% from FY2023)
FY2023 (July 1, 2022-June 30, 2023)	18.5% increase to medical insurance rates	Fire Union Employees-18.5% increase to medical insurance rates All employees except Fire Union-12% increase to medical insurance rates (with a minimum of 6.5% increase for FY2024)
FY2022 (July 1, 2021-June 30, 2022)	11.1% increase to medical insurance rates	No increases to insurance rates for any employees and no plan design changes due to COVID.
FY2021 (July 1, 2020-June 30, 2021)	9.2% increase to medical insurance rates	No increases to insurance rates for any employees due to COVID. To offset the cost, there were minor plan design changes to include: copay increases for office/specialist visit, IP/OP hospital visit ambulance; decrease to copay for telehealth; copay and visit limit changes to Acu, Chiro, Napra, MT, PT, ST and OT
FY2020 (July 1, 2019-June 30, 2020)	11% increase to medical insurance rates	9.9% increase to medical insurance rates for all employees and 11.4% increase to dental insurance rates. No plan design changes.

AON

FY2026 Total Cost Vs. Budget – Medical and Rx Plans

- Total Budget for FY2026 plan year is $24.25M. The City's portion of the budget is $18.56M; the remaining $5.68M comes from employee contributions.
- No change from FY2025 City budgets or Employee Contribution bi-weekly rates
- Confirmation of Premium Holiday - December 2025
  - One bi-weekly contribution this December (FY2026)
  - Estimated cost: $218K
- FY2026 Q1 Results
  - 95.5% Loss Ratio – result below 100% is considered positive experience
  - Surplus in excess of $218K supports a December 2025 premium holiday

AON

FY2026 Total Cost Vs. Budget – Medical and Rx Plans

- Q1 Costs versus Budget Experience

	Calculated Funding	BCBSNM Claims	Calculated BCBSNM Admin	BCBSNM Loss Ratio	Cigna Runout Claims	Combined Loss Ratio	6 Month Admin Credit	Ad Hoc Stop Loss Credit	Rebate Credit	Loss Ratio After Credits
7/1/2025	$2,013,797	$621,175	$226,742	42.1%	$962,564	89.9%	($54,474)			87.2%
8/1/2025	$2,010,830	$1,552,227	$225,981	88.4%	$290,702	102.9%	($54,292)	($172,990)		91.6%
9/1/2025	$2,022,158	$2,023,421	$228,074	111.3%	$132,214	117.9%	($54,794)		($154,593)	107.5%
Q1 2025/26	**$6,046,785**	**$4,196,823**	**$680,797**	**80.7%**	**$1,385,480**	**103.6%**	**($163,560)**	**($172,990)**	**($154,593)**	**95.5%**

- 95.5% Loss Ratio represents a Q1 surplus of $275K
- Cigna runout claims expected to taper off sharply, minimal cost after Q2
- Another $164K of admin credits expected in Q2
- Rebate credits of $155K per quarter expected for remainder of plan year
- Plan is in good shape to absorb $218K premium holiday

Agenda

Regular Meeting of the Governing Body
October 8, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/86112865736

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: **819 1286 5736**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order

2. Pledge of Allegiance

a. Councilor Romero-Wirth

3. Salute to the New Mexico Flag

   a. Councilor Lee Garcia

4. Invocation and Rememberances

   a. Councilor Chavez

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

   a. Update on the Conservation and Sustainability Division. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov)

   b. Results of Civic Engagement on the Living Wage Proposal. (Elisa Montoya, Community Development Director, edmontoya1@santafenm.gov; Johanna Nelson, Office of Economic Development Director, jcnelson@santafenm.gov).

9. Action Items: Consent Agenda

   a. Request for Approval of the September 24, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafennm.gov)

      Committee Review:
      Governing Body: 10/08/2025

   b. Request for Approval of a Budget Amendment Resolution (BAR) from the Water and Wastewater Enterprise Funds to Salary and Benefits in the Total Amount of $1,005,495 to Reclassify 87 Positions in the Public Utilities Department. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

      Committee Review
      Public Works and Utilities Committee: 09/29/2025
      Finance Committee: 10/06/2025
      Governing Body: 10/08/2025

   c. Request for Approval of a Grant Agreement (FTA G-31) with the U.S. Department of Transportation Federal Transit Administration (FTA) via the Small Urban Section 5339 Funding for Public Transportation Capital Funding

in the Total Amount of $159,545 through December 31, 2026. (Gabrielle Chavez, Transit Director of Administration: gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $159,545 from the FTA Grant to Transit Revenue and Expenses.

Committee Review:
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

d. Request for Approval of Grant Agreement with New Mexico Department of Finance and Administration in the Total Amount of $590,000 for the Capital Project 25-J3159 Phase II Expansion of the Airport Terminal and Related Infrastructure through June 30, 2029. (Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $584,100 from the Legislative Grant to FY26 Airport Revenue and WIP Design for Phase II of the Airport Terminal Expansion Project.

Committee Review:
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

e. Request for Approval of a Professional Services Contract with FCS Group for an Amount Not To Exceed $1,235,412.54 Including NMGRT for Financial Management Services for a Four-Year Term. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

f. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $254,069 to the FY26 Human Service Grants and Services and Professional Service Contracts. (Christa Hernandez, Program Manager Youth & Family Services; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/01/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Amount of $124,754 into FY26 Human Services and Children and Youth Commission Funds. (Christa Hernandez, Program Manager Youth & Family Services; chernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/01/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the New Mexico Department of Finance and Administration Grant Proceeds to the EMS Fund for Paramedic Training. (Sten Johnson, Fire Department Assistant Chief; sajohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 10/01/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

i. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Jamie Cassutt and Councilor Carol Romero-Wirth)
A Resolution Updating the Water Offset Requirement Fee Chart to More Accurately Reflect the Current Market Value of Water Rights. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

j. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez and Councilor Carol Romero-Wirth)
A Resolution Directing the City Manager to Direct City Staff to Identify and Apply for Federal and State Funding Sources for City Water, Wastewater, and Other Water-Related Projects, Including Submitting Water Trust Board Applications; Identify a State Legislative Priority List for Water-Related Projects; and Approve New Mexico Water Trust Board Applications Submitted. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

10. Action Items: Discussion Agenda

    a. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate Unused Funding from FY25 in the Total Amount of $1,225,850 from the General Fund to Land Use Contracts for the General Plan Update and Short-Term Rental Software. (Heather Lamboy, Planning & Land Use Department Director; hllamboy@santafenm.gov)

    Committee Review:
    Finance Committee: 10/6/2025
    Governing Body: 10/8/2025

    b. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $10,000,000 from the 2025 GO Bond to FY26 Complete Streets Revenue, WIP Design and WIP Construction for Paving Projects Planned for FY26. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov and Marcos Esquibel, Complete Streets Project Manager 2; mpesquibel@santafenm.gov)

    Committee Review:
    Finance Committee: 10/06/2025
    Governing Body: 10/08/2025

    c. Request for Ratification of the Second Amendment to Cooperative Project Agreement #23-0597 with the New Mexico Department of Transportation to Extend the Agreement Term through December 30,2025 to Facilitate Federal Closeout of the Guadalupe Street Reconstruction Project (S100460). (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

    Committee Review:
    Governing Body: 10/08/2025

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **EXECUTIVE SESSION**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (H), Subparts (7) and (8), Discussion of Pending Litigation, *Mark Lopez, v. City of Santa Fe, et al.,* D-101-CV-2023-02458; and Discussion of Property Disposition, Specifically, the Disposition of Parcels of the Midtown Property Located at 1600 St. Michael's Drive. (Erin K. McSherry, City Attorney: mailto:ekmcsherry@santafenm.gov)

13. Executive Session Action Items

    a. Approval of a Settlement Agreement and Release in the Amount of $375,000,

Resolving Pending Litigation Regarding *Mark Lopez, v. City of Santa Fe, et al.*, D-101-CV-2023-02458. (Christopher Ryan, Senior Assistant City Attorney: cwryan@santafenm.gov)

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025____.(Councilor Jamie Cassutt, Councilor Signe Lindell, and Councilor Alma Castro)
    A Bill Amending SFCC 1987, Section 5-2, to Define "Abandonment" and "Unattended Animal"; Section 5-5.4 to Prohibit Keeping an Animal On any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, "Unattended Animal", Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal From $200 to $500, Impose a $200 Fine for a First Unattended Animal Offense and a $500 Fine for Subsequent Offenses, and Impose A $200 Fine for Keeping Animals on Medians. (Thomas Grundler, Deputy Chief of Police; Paul Joye, Chief of Police)

    Committee Review:
    Governing Body (Introduced): 10/8/2025
    Governing Body (Public Comment): 10/29/2025
    Quality of Life Committee: 11/5/2025
    Finance Committee: 11/10/2025
    Governing Body: 12/10/2025

    b. CONSIDERATION OF BILL NO. 2024-17. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber and Councilor Jamie Cassutt)
    A Bill Repealing and Replacing SFCC 1987 Chapter 14 ("Land Development Code"); Clarifying and Consolidating Various References to Code Violations Into One Violations Section; Specifying that the Applicant or the Property Owner Have the Burden of Proof for Establishing Legal Non-Conformities; Reducing the Early Neighborhood Notification Requirement for City Capital Improvement Projects to those Exceeding Two Hundred and Fifty Thousand Dollars; Renaming "Special Use Permit" to "Conditional Use Permit"; Removing Historic District Review Board's ("HDRB") Authority to Recommend Personal Property Acquisitions; Requiring Archaeologists to Hold a New Mexico State Burial Excavation Permit for Certain Work; Removing Waivers of Qualifications for Archaeologists by Archaeological Review Committee; Increasing Permitted Building Heights for Residential Districts and Non-Residential Development; Establishing Densities and Height By Right for

Certain Residential Zones Exceeding Ten Units Per Acre; Creating a Parks and Open Space Zoning District; Permitting Additional Flexibility for Certain Structures and Situations Regarding Setbacks; Eliminating Residential Suite Hotel/Motel and Ecological Resource Protection Overlay Zoning Districts; Reducing the Length at Which an Archaeological Clearance Permit is Required for Sewer and Utility Main Construction; Removing Alcohol Sale Regulations in the Airport Road Overlay; Identifying a Strategy to Review and Approve Land Uses Not Specifically Listed in the "Summary Table of Allowed Uses"; Clarifying that Duplexes, Triplexes, Townhomes, and Residential Complexes are Permitted Uses; Creating Use Categories and Subcategories and Reorganizing Some Existing Uses Into New Categories within the Table of Allowed Uses; Requiring Trees to be Integrated Into Stormwater Infrastructure in the Airport Road Overlay District; Removing Certain Prohibitions for Vehicle Parking at Residences; Allowing Accessory Dwelling Units to be the Maximum Allowable Height of the Zoning District; Establishing Design and Dimensional Standards for Residential Compound Development; Regulating In-Ground and Above-Ground Pools; Regulating Agricultural Home Occupations; Reassigning the Use, "Laboratory, Research, or Testing" From Industrial to Commercial; Regulating Outdoor Dining; Updating Telecommunication Facilities Code to be Consistent with Federal Standards; Establishing New Subdistrict Regulations in the Historic District Overlays; Specifying Primary Facades for Significant Structures and the Strategy for Identifying Primary Facades On Contributing Structures; Updating Definitions For Façade and Elevation; Prohibiting Enclosure Of Existing Porches and Portals on Primary Facades of Contributing Structures; Requiring Window Depth and Other Characteristics of Windows and Doors be Preserved in Historic Districts; Increasing Affordability Incentives, Including Administrative Review and Density Bonuses; Specifying that Open Space Requirements in the C-2 District are Per Dwelling Unit; Expanding Options to Reduce On-Site Parking and Exempting the Business Capital District from Parking Requirements in Table 7-4; Reducing Required Off-Street Parking Spaces; Requiring Electric Vehicle Charging Stations for All New Developments; Distinguishing Parking Regulations Applicable to Bicycles from those Applicable to Vehicles, and Requiring Long-Term Bicycle Storage and Parking; Eliminating Content-Based Sign Restrictions; Imposing a Variety of New Regulations Protecting the City's Terrain and Stormwater Management; Imposing New Landscaping Standards for Plants and Trees; Eliminating Allowance for High- and Low-Pressure Sodium Lamps and Mercury Vapor, Adding Led as the Permitted Lamp Type, and Decreasing the Permitted Incandescent Watts from 160 to 150; Sunsetting the Business Capitol District Design Review Committee and Long Range Planning Subcommittee; Defining Numerous Terms; Imbedding Graphical Depictions of Processes; and Making Non-Substantive Chapter Organizational Changes. (Maggie Moore, Assistant Land Use Director; mrmoore@santafenm.gov)

Committee Review:

Governing Body (Introduction): 10/08/2025

Special Governing Body (Public Comment): 10/09/2025
Historic District Review Board: 10/14/2025
Planning Commission: 10/16/2025
Public Works and Utilities Committee: 10/20/2025
Quality of Life Committee: 10/22/2025
Finance Committee: 10/27/2025
Special Governing Body (Public Hearing): 11/19/2025

17. Petitions from the Floor

18. Public Comment on Bills (First Public Comment, No Action)

    a. CONSIDERATION OF BILL NO. 2025-6. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber, Councilor Signe Lindell, Councilor Pilar Faulkner, Councilor Michael Garcia)
    A Bill Relating to the Santa Fe Traffic Operations Program; Amending Section 24-4 to Remove the Requirement for Police Department Oversight; Provide for the Use of Cameras that Detect Vehicle Noise Violations Using an Automated Compliance Enforcement System; and Impose a Fine for System-Detected Vehicle Noise Violations. (Benjamin Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 09/24/2025
    Governing Body (Public Comment): 10/08/2025
    Public Works and Utilities Committee: 10/20/2025
    Quality of Life Committee: 10/22/2025
    Finance Committee: 10/27/2025
    Governing Body: 11/12/2025

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF BILL NO. 2025-17. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Carol Romero-Wirth and Councilor Jamie Cassutt)
    A Bill Amending SFCC 1987, Section 25-1.8(A) to Require the City of Santa Fe ("City") to Continue to Monitor the Naturally Occurring Fluoride Levels in its Water System at Representative Sample Locations and to End the Requirement to Add Fluoride to the System. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 08/27/2025
    Governing Body (Public Comment): 09/10/2025
    Public Works and Utilities Committee: 09/15/2025
    Finance Committee: 09/22/2025
    Governing Body: 10/08/2025

    b. CONSIDERATION OF BILL NO. 2025-19. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Signe Lindell)

A Bill Establishing a Ten (10) Year Plaza Pushcart Vendor License for which Vendors who have Completed Twenty-Five (25) Consecutive Years of Vending are Eligible to Apply. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/27/2025
Economic Development Advisory Committee: 09/03/2025
Governing Body (Public Comment): 09/10/2025
Quality of Life Committee: 09/17/2025
Finance Committee: 09/22/2025
Governing Body (Public Hearing): 10/08/2025

c. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Jamie Cassutt and Councilor Carol Romero-Wirth)
A Resolution Updating the Water Offset Requirement Fee Chart to More Accurately Reflect the Current Market Value of Water Rights. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 09/24/2025
Public Works and Utilities Committee: 09/29/2025
Finance Committee: 10/06/2025
Governing Body: 10/08/2025

20. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)

21. Appointments

a. Arts Commission

- April Cleveland - Appointment - Term Ending 10/2027
- Winoka Yepa - Reappointment - Term Ending 10/2027
- Robyne Robinson - Reappointment - Term Ending 10/2027

b. Planning Commission

- Thomas J. Rieland - Reappointment - Term Ending 06/2027

c. Economic Development Advisory Committee

- Mary Ondine Frauenglass - Reappointment - Term Ending 06/2027
- Myrriah Tomar - Reappointment - Term Ending 06/2027
- David Perez - Reappointment - Term Ending 06/2027
- Kenneth Resnick - Reappointment - Term Ending 06/2027
- Dulce Marti - Appointment - Term Ending 06/2027

22. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, OCTOBER 8, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	Call To Order	Convened at 5:04pm	3
2.	Pledge of Allegiance	Councilor Romero-Wirth	3
3.	Salute to the NM Flag	Councilor Lee Garcia	3
4.	Invocation and Remembrances	Councilor Faulkner	3
5.	Roll Call	Quorum	3-4
6.	Approval of Agenda	Approved	4
7.	Approval of Consent Agenda	Approved	4
8.	Presentations		
	a. Conservation and Sustain.	Given	4
	b. Living Wage	Given	4
9.	Action Items: Consent Agenda	Approved	4-7
17.	Petitions From The Floor	Heard	7
10.	Action Items: Discussion Items		
	a. BAR	Approved	7-8
	b. BAR	Approved	8-9
	c. Amendment to Agreement	Approved	9
11.	Matters from the City Manager	Heard	9
12.	Matters from the City Attorney	Heard	9
	Executive Session	Held	9-10
13.	Executive Session Action Items		
	a. Approval Settlement	Approved	10
14.	Matters from the City Clerk	Heard	10

15.	**Communications Gov. Body**	**Heard**	**10**	
16.	**Introduction of Legislation**			
	a. Bill No. 2025-22	**Introduced**		**11**
	b. Bill No. 2024-17	**Introduced**		**11-13**
18.	**Public Comments on Bills**			
	a. Bill No. 2025-6	**Heard**	**13**	
19.	**Final Action on Legislation**			
	a. Bill No. 2025-17	**Approved**		**13-14**
	b. Bill No. 2025-19	**Approved**		**14**
	c. Resolution No. 2025-_____	**Approved**		**14**
20.	**Public Hearings**	**None**		**14**
21.	**Appointments**			
	a. Arts Commission	**Approved**		**14-15**
	b. Planning Commission	**Approved**		**15**
	c. Economic Dev.	**Approved**		**15-16**
22.	**Adjourn**	**Adjourned at 9:20 pm**		**16**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, OCTOBER 8, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:04 pm, on Wednesday, September 10, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Lee Garcia.

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Faulkner.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Carol Romero-Wirth
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez, virtually
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Andrea Phillips, Deputy City Manager
Erin McSherry, City Attorney
Andréa Salazar, City Clerk

Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

7. APPROVAL OF CONSENT AGENDA

Ms. Salazar stated that item 9 (B) has been pulled for discussion.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to approve the consent agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

8. PRESENTATIONS

A. UPDATE ON THE CONSERVATION AND SUSTAINABILITY DIVISION

Given.

B. RESULTS OF CIVIC ENGAGEMENT ON THE LIVING WAGE PROPOSAL

Given

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE SEPTEMBER 24, 2025, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) FROM THE WATER AND WASTEWATER ENTERPRISE FUNDS TO SALARY AND BENEFITS IN THE TOTAL AMOUNT OF $1,005,495 TO RECLASSIFY 87 POSITIONS IN THE PUBLIC UTILITIES DEPARTMENT.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the BAR.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, no, Mayor Webber, yes.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to move to Petitions From The Floor as the next order of business.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, no, Mayor Webber, yes.

C. REQUEST FOR APPROVAL OF A GRANT AGREEMENT (FTA G-31) WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION (FTA) VIA THE SMALL URBAN SECTION 5339 FUNDING FOR PUBLIC TRANSPORTATION CAPITAL FUNDING IN THE TOTAL AMOUNT OF $159,545 THROUGH DECEMBER 31, 2026.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $159,545 FROM THE FTA GRANT TO TRANSIT REVENUE AND EXPENSES.

Approved on consent.

D. REQUEST FOR APPROVAL OF GRANT AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION IN THE

TOTAL AMOUNT OF $590,000 FOR THE CAPITAL PROJECT 25-J3159 PHASE II EXPANSION OF THE AIRPORT TERMINAL AND RELATED INFRASTRUCTURE THROUGH JUNE 30, 2029.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $584,100 FROM THE LEGISLATIVE GRANT TO FY26 AIRPORT REVENUE AND WIP DESIGN FOR PHASE II OF THE AIRPORT TERMINAL EXPANSION PROJECT.

Approved on consent.

E. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH FCS GROUP FOR AN AMOUNT NOT TO EXCEED $1,235,412.54 INCLUDING NMGRT FOR FINANCIAL MANAGEMENT SERVICES FOR A FOUR-YEAR TERM.

Approved on consent.

F. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE-APPROPRIATE UNUSED FUNDING FROM FY25 IN THE AMOUNT OF $254,069 TO THE FY26 HUMAN SERVICE GRANTS AND SERVICES AND PROFESSIONAL SERVICE CONTRACTS.

Approved on consent.

G. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE-APPROPRIATE UNUSED FUNDING FROM FY25 IN THE AMOUNT OF $124,754 INTO FY26 HUMAN SERVICES AND CHILDREN AND YOUTH COMMISSION FUNDS.

Approved on consent.

H. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $100,000 FROM THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION GRANT PROCEEDS TO THE EMS FUND FOR PARAMEDIC TRAINING.

Approved on consent.

I. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION UPDATING THE WATER OFFSET REQUIRED FEE

CHART TO MORE ACCURATELY REFLECT THE CURRENT MARKET VALUE OF WATER RIGHTS.

Approved on consent.

J. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION DIRECTING THE CITY MANAGER TO DIRECT CITY STAFF TO IDENTIFY AND APPLY FOR FEDERAL AND STATE FUNDING SOURCES FOR CITY WATER, WASTEWATER, AND OTHER WATER-RELATED PROJECTS, INCLUDING SUBMITTING WATER TRUST BOARD APPLICATIONS; IDENTIFY A STATE LEGISLATIVE PRIORITY LIST FOR WATER-RELATED PROJECTS; AND APPROVE NEW MEXICO WATER TRUST BOARD APPLICATIONS SUBMITTED.

Approved on consent.

17. PETITIONS FROM THE FLOOR

Elizabeth West. Ms. West thanked a City employee who helped her with her recycling.

Hope. Hope said she is a homeless woman. She spoke to services provided to homeless are not what we need. We need showers and a place to receive mail and facilities need to be maintained.

Luis DeMello, AFSCME. Mr. DeMello spoke to the Resolution that just passed for salary adjustments. We oppose it, but appreciate the efforts of Mr. Roach. This prohibits levels for promotion.

Max Montoya. Mr. Montoya spoke to seeking services from St. Elizabeth's shelter. He is disabled and has a traumatic brain injury. Once he was there he saw leaks in the roof and was exposed to mold. 3/4 inch water in the dormitory - lack of maintenance.

Mary Ann Stickler. Ms. Stickler spoke about short term rentals. She is happy to hear progress on enforcement, but is has concerns on how illegally operating STRs will be addressed.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE0APPROPRIATE UNUSED FUNDING FROM FY25 IN THE TOTAL AMOUNT OF $1,225,850 FROM THE GENERAL FUND TO LAND USE CONTRACTS FROM THE GENERAL PLAN UPDATE AND

SHORT-TERM RENTAL SOFTWARE.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the BAR.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to table this item until the missing packet information is sent to the Clerk for distribution to the Governing body.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Castro, to remove the item from the table for consideration.

VOTE The motion to table passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

MOTION A motion was made by Councilor Romero-Wirth, seconded the Councilor Castro, to remove this item from the table and make it the next order of business.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

VOTE ON THE MAIN MOTION TO APPROVE THE BAR The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $10,000,000 FROM THE 2025GO BOND TO FY26 COMPLETE STREETS REVENUE, WIP DESIGN AND WIP CONSTRUCTION FOR PAVING PROJECTS PLANNED FOR FY26.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to approve the BAR.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

C. REQUEST FOR RATIFICATION OF THE SECOND AMENDMENT TO COOPERATIVE PROJECT AGREEMENT #23-0597 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO EXTEND THE AGREEMENT TERM THROUGH DECEMBER 30, 2025 TO FACILITATE FEDERAL CLOSEOUT OF THE GUADALUPE STREET RECONSTRUCTION PROJECT (S100460).

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to ratify the amendment.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

The Governing Body returned to item 10 (A).

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

A. EXECUTIVE SESSION
IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, PART (H), SUBPARTS (7) AND (8), DISCUSSION OF PENDING LITIGATION, *MARK LOPEZ V. CITY OF SANTA FE, ET AL.,* D-101-CV-2023-02458; AND DISCUSSION OF PROPERTY DISPOSITION, SPECIFICALLY THE DISPOSITION OF PARCELS OF THE MIDTOWN PROPERTY LOCATED AT 1600 ST. MICHAEL'S DRIVE.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to enter into Executive Session in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (H),

Subparts (7) and (8).

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

The Governing Body entered into Executive Session at 7:45 pm.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to reconvene in open session and that only items noticed on the agenda were discussed in Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

Councilor Chavez left the meeting after the Executive Session, before the vote to reconvene. Councilor Chavez is excused.

The Governing Body reconvened in open session at 8:46 pm.

13. EXECUTIVE SESSION ACTION ITEMS

A. APPROVAL OF A SETTLEMENT AGREEMENT AND RELEASE IN THE AMOUNT OF $375,000, RESOLVING PENDING LITIGATION REGARDING *MARK LOPEZ, V. CITY OF SANTA FE, ET AL.,* D-101-CV-2023-02458.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Lindell, to approve the settlement agreement.

VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

14. MATTERS FROM THE CITY CLERK

Heard

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL", SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.4, "UNATTENDED ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL OFFENSE FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $200 FINE FOR KEEPING ANIMALS ON MEDIANS.

Introduced

B. CONSIDERATION OF BILL NO. 2024-17. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL REPEALING AND REPLACING SFCC 1987 CHAPTER 14 ("LAND DEVELOPMENT CODE"); CLARIFYING AND CONSOLIDATING VARIOUS REFERENCES TO CODE VIOLATIONS INTO ONE VIOLATIONS SECTION; SPECIFYING THAT THE APPLICANT OR THE PROPERTY OWNER HAVE THE BURDEN OF PROOF FOR ESTABLISHING LEGAL NON-CONFORMITIES; REDUCING THE EARLY NEIGHBORHOOD NOTIFICATION REQUIREMENT FOR CITY CAPITAL IMPROVEMENT PROJECTS TO THOSE EXCEEDING TWO HUNDRED AND FIFTY THOUSAND DOLLARS; RENAMING "SPECIAL USE PERMIT" TO "CONDITIONAL USE PERMIT", REMOVING HISTORIC DISTRICT REVIEW BOARD'S (HDRB) AUTHORITY TO RECOMMEND PERSONAL PROPERTY ACQUISITIONS; REQUIRING ARCHAEOLOGISTS TO HOLD A NEW MEXICO STATE BURIAL EXCAVATION PERMIT FOR CERTAIN WORK; REMOVING WAIVERS OF QUALIFICATIONS FOR ARCHAEOLOGISTS BY ARCHAEOLOGICAL REVIEW COMMITTEE; INCREASING PERMITTED BUILDING HEIGHTS FOR RESIDENTIAL DISTRICTS AND NON-

RESIDENTIAL DEVELOPMENT; ESTABLISHING DENSITIES AND HEIGHT BY RIGHT FOR CERTAIN RESIDENTIAL ZONES EXCEEDING TEN UNITS PER ACRE; CREATING A PARKS AND OPEN SPACE ZONING DISTRICT; PERMITTING ADDITIONAL FLEXIBILITY FOR CERTAIN STRUCTURES AND SITUATIONS REGARDING SETBACKS; ELIMINATING RESIDENTIAL SUITE HOTEL/MOTEL AND ECOLOGICAL RESOURCE PROTECTION OVERLAY ZONING DISTRICTS; REDUCING THE LENGTH AT WHICH AN ARCHAEOLOGICAL CLEARANCE PERMIT IS REQUIRED FOR SEWER AND UTILITY MAIN CONSTRUCTION; REMOVING ALCOHOL SALE REGULATIONS IN THE AIRPORT ROAD OVERLAY; IDENTIFYING A STRATEGY TO REVIEW AND APPROVE LAND USES NOT SPECIFICALLY LISTED IN THE "SUMMARY TABLE OF ALLOWED USES", CLARIFYING THAT DUPLEXES, TRIPLEXES, TOWN HOMES, AND RESIDENTIAL COMPLEXES ARE PERMITTED USES; CREATING USE CATEGORIES AND SUBCATEGORIES AND REORGANIZING SOME EXISTING USED INTO NEW CATEGORIES WITHIN THE TABLE OF ALLOWED USES; REQUIRING TREES TO BE INTEGRATED INTO STORMWATER INFRASTRUCTURE IN THE AIRPORT ROAD OVERLAY DISTRICT; REMOVING CERTAIN PROHIBITIONS FOR VEHICLE PARKING AT RESIDENCES; ALLOWING ACCESSORY DWELLING UNITS TO BE THE MAXIMUM ALLOWABLE HEIGHT OF THE ZONING DISTRICT; ESTABLISHING DESIGN AND DIMENSIONAL STANDARDS FOR RESIDENTIAL COMPOUND DEVELOPMENT; REGULATING IN-GROUND AND ABOVE THE GROUND POOLS; REGULATING AGRICULTURAL HOME OCCUPATIONS; REASSIGNING THE USE, "LABORATORY, RESEARCH OR TESTING" FROM INDUSTRIAL TO COMMERCIAL; REGULATING OUTDOOR DINING; UPDATING TELECOMMUNICATION FACILITIES CODE TO BE CONSISTENT WITH FEDERAL STANDARDS; ESTABLISHING NEW SUBDISTRICT REGULATIONS IN THE HISTORIC DISTRICT OVERLAYS; SPECIFYING PRIMARY FACADES FOR SIGNIFICANT STRUCTURES AND THE STRATEGY FOR IDENTIFYING PRIMARY FACADES ON CONTRIBUTING STRUCTURES; UPDATING DEFINITIONS FOR FACADE AND ELEVATION; PROHIBITING ENCLOSURE OF EXISTING PORCHES AND PORTALS ON PRIMARY FACADES OF CONTRIBUTING STRICTURES; REQUIRING WINDOW DEPTH AND OTHER CHARACTERISTICS OF WINDOWS AND DOORS BE PRESERVED IN HISTORIC DISTRICTS; INCREASING AFFORDABILITY INCENTIVES, INCLUDING ADMINISTRATIVE REVIEW AND DENSITY BONUSES; SPECIFYING THAT OPEN SPACE REQUIREMENTS IN THE C-2 DISTRICT ARE PER DWELLING UNIT;

EXPANDING OPTIONS TO REDUCE ON-SITE PARKING AND EXEMPTING THE BUSINESS CAPITAL DISTRICT FROM PARKING REQUIREMENTS IN TABLE 7-4; REDUCING REQUIRED OFF-STREET PARKING SPACES; REQUIRING ELECTRIC VEHICLE CHARGING STATIONS FOR ALL NEW DEVELOPMENTS; DISTINGUISHING PARKING REGULATIONS APPLICABLE TO BICYCLES FROM THOSE APPLICABLE TO VEHICLES, AND REQUIRING LONG-TERM BICYCLE STORAGE AND PARKING; ELIMINATING CONTENT-BASED SIGN RESTRICTIONS; IMPOSING A VARIETY OF NEW REGULATIONS PROTECTING THE CITY'S TERRAIN AND STORMWATER MANAGEMENT; IMPOSING NEW LANDSCAPING STANDARDS FOR PLANTS AND TREES; ELIMINATING ALLOWANCE FOR HIGH AND LOW PRESSURE SODIUM LAMPS AND MERCURY VAPOR, ADDING LED AS THE PERMITTED LAMP TYPE, AND DECREASING THE PERMITTED INCANDESCENT WATTS FROM 160 TO 150; SUNSETTING THE BUSINESS CAPITOL DISTRICT DESIGN REVIEW COMMITTEE AND LONG RANGE PLANNING SUBCOMMITTEE; DEFINING NUMEROUS TERMS; IMBEDDING GRAPHICAL DEPICTIONS OF PROCESSES; AND MAKING NON-SUBSTANTIVE CHAPTER ORGANIZATIONAL CHANGES.

Introduced

18. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

A. CONSIDERATION OF BILL NO. 2025-6. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL RELATING TO THE SANTA FE TRAFFIC OPERATIONS PROGRAM; AMENDING SECTION 24-4 TO REMOVE THE REQUIREMENT FOR POLICE OVERSIGHT; PROVIDE FOR THE USE OF CAMERAS THAT DETECT VEHICLE NOISE VIOLATIONS USING AN AUTOMATED COMPLIANCE ENFORCEMENT SYSTEM; AND IMPOSE A FINE FOR SYSTEM-DETECTED VEHICLE NOISE VIOLATIONS.

Elizabeth West. Ms. West spoke in support of this Bill.

Councilor Lindell left the meeting and is excused.

19. FINAL ACTION ON LEGISLATION

A. CONSIDERATION OF BILL NO. 2025-17. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL AMENDING SFCC 1987, SECTION 25-1.8(A) TO REQUIRE THE CITY OF SANTA FE ("CITY") TO CONTINUE TO MONITOR THE NATURALLY OCCURRING FLUORIDE LEVELS IN ITS

WATER SYSTEM AT REPRESENTATIVE SAMPLE LOCATIONS AND TO END THE REQUIREMENT TO ADD FLUORIDE TO THE SYSTEM.

Elizabeth West. Ms. West spoke in support of this Bill.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve Bill No. 2025-17

VOTE The motion passed on a roll call vote as follows:
; Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

B. CONSIDERATION OF BILL NO. 2025-19. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL ESTABLISHING A TEN (10) YEAR PLAZA PUSHCART VENDOR LICENSE FOR WHICH VENDORS WHO HAVE COMPLETED TWENTY- FIVE (25) CONSECUTIVE YEARS OF VENDING ARE ELIGIBLE TO APPLY.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve Bill No. 2025-19.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

C. CONSIDERATION OF RESOLUTION NO. 2025-_____. A RESOLUTION UPDATING THE WATER OFFSET REQUIREMENT FEE CHART TO MORE ACCURATELY REFLECT THE CURRENT MARKET VALUE OF WATER RIGHTS.

Elizabeth West. Ms. West spoke in support of the Resolution.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Cassutt, to approve the Resolution.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes;

Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

20. PUBLIC HEARINGS (LAND USE CASES, APPEALS AND OTHER ITEMS REQUIRED TO HAVE A PUBLIC HEARING)

None.

21. APPOINTMENTS

A. ARTS COMMISSION

- **APRIL CLEVELAND - APPOINTMENT - TERM ENDING 10/2027**
- **WINOKA YEPA - REAPPOINTMENT - TERM ENDING 10/2027**
- **ROBYNE ROBINSON - REAPPOINTMENT - TERM ENDING 10/2027**

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Michael Garcia, to approve the appointments to the Arts Commission

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

B. PLANNING COMMISSION

- **THOMAS J. RIELAND - REAPPOINTMENT - TERM ENDING 06/2027**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the appointment to the Planning Commission.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

C. ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

- **MARY ONDINE FRAUENGLASS - REAPPOINTMENT - TERM ENDING 06/2027**
- **MYRRIAH TOMAR - REAPPOINTMENT - TERM ENDING 06/2027**

- **DAVID PEREZ - REAPPOINTMENT - TERM ENDING 06/2027**
- **KENNETH RESNICK - REAPPOINTMENT - TERM ENDING 06/2027**
- **DULCE MARTI- APPOINTMENT - TERM ENDING 06/2027**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the appointments to the Economic Development Advisory Committee.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Romero-Wirth, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes, Mayor Webber, yes.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 9:18 pm.

_____
Mayor Alan Webber

Attested To By:

_____
Andréa Salazar, City Clerk

Respectfully Submitted By:
Elizabeth Martin
Elizabeth Martin (Oct 23, 2025 11:09:44 MDT)
_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
October 8, 2025

The Governing Body of the City of Santa Fe met in an executive session duly called on October 8, 2025, beginning at 7:50 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (H), Subparts (7) and (8), Discussion of Pending Litigation, *Mark Lopez, v. City of Santa Fe, et al.,* D-101-CV-2023-02458; and Discussion of Property Disposition, Specifically, the Disposition of Parcels of the Midtown Property Located at 1600 St. Michael's Drive. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov)

PRESENT
Mayor Webber
Councilor Lindell
Councilor Castro
Councilor M. Garcia
Councilor L. Garcia
Councilor Faulkner
Councilor Cassutt
Councilor Chavez (Virtual, left at 8:29 pm)
Councilor Romero-Wirth

STAFF PRESENT
Mark Scott, City Manager
Andrea Philips, Deputy City Manager
Erin McSherry, City Attorney
Andréa Salazar, City Clerk
Marcos Martinez, Senior Assistant City Attorney
Elisa Montoya, Community Development Director
Carly Venditti; Asset Development Manager

There being no further business to discuss, the executive session was adjourned at 8:39 p.m.

ANDREA SALAZAR (Oct 15, 2025 10:10:39 MDT)

Andréa Salazar, City Clerk/Director of Community Engagement

City of Santa Fe, New Mexico
Memorandum

Date: October 22, 2025

To: Governing Body

From: Xavier Vigil, Assistant City Clerk

Via: Andrea Salazar, City Clerk
ANDREA SALAZAR

Re: 2026 Council Committee and Governing Body Committee Meeting Calendar

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Item and Issue
Request for Approval of the 2026 Council Committee and Governing Body Meeting Calendar.

Background and Summary

The 2026 Council Committee and Governing Body Meeting Calendar will follow the same scheduling sequence that was used in creating last year's calendar. There are no major changes in comparison to the previous year's calendar.

Recommended Action

Approve the 2026 Council Committee and Governing Body Meeting Calendar.

CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

- GOVERNING BODY
- FINANCE COMMITTEE
- PUBLIC WORKS & UTILITIES COMMITTEE
- QUALITY OF LIFE COMMITTEE

JANUARY

S	M	T	W	Th	F	Sa
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	Th	F	Sa
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22	23	24	25	26	27	28

MARCH

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29	30	31				

APRIL

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MAY

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31						

JUNE

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28	29	30				

JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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Governing Body:

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Public Works and Utilities Committee:

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Finance Committee:

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Quality of Life Committee:

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12/02/2026

City of Santa Fe

Memorandum

Date: October 22, 2025

To: Governing Body

From: Bernadette Salazar, HR Director

Via: Mark Scott, City Manager Mark scott

Re: 2026 Employee Calendar

Item:

In accordance with Rule 6.50, A., of the City of Santa Fe Personnel Rules and Regulations, attached is the proposed 2026 Employee Calendar. The holidays listed below comply with the Personnel Rules as well as the current collective bargaining agreements between the City of Santa Fe, POA, SFFA, and AFSCME. If approved, the calendar will be published for all City of Santa Fe Employees.

Summary:

Holidays	Actual Date	Observed Date
New Year's Day	Thursday, January 01, 2026	Thursday, January 01, 2026
Martin Luther King Jr. Day	Monday, January 19, 2026	Monday, January 19, 2026
Presidents' Day	Monday, February 16, 2026	Friday, November 27, 2026
Memorial Day	Monday, May 25, 2026	Monday, May 25, 2026
Juneteenth	Friday, June 19, 2026	Friday, June 19, 2026
Independence Day	Saturday, July 04, 2026	Friday, July 03, 2026
Labor Day	Monday, September 07, 2026	Monday, September 07, 2026
Santa Fe Fiestas (1/2 day)	Friday, September 11, 2026	Friday, September 11, 2026
Indigenous Peoples' Day	Monday, October 12, 2026	Monday, October 12, 2026
Veterans Day	Wednesday, November 11, 2026	Wednesday, November 11, 2026
Thanksgiving Day	Thursday, November 26, 2026	Thursday, November 26, 2026
Christmas Day	Friday, December 25, 2026	Friday, December 25, 2026

Recommended Action

Through this memo, I respectfully request that the 2026 Employee Calendar be approved. Your consideration is appreciated.

CITY OF SANTA FE

2026 EMPLOYEE CALENDAR

PAY DAY
PAY PERIOD ENDING
OBSERVED HOLIDAY

JANUARY

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

1 New Year's Day
19 Martin Luther King Jr. Day

FEBRUARY

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day

JUNE

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19 Juneteenth

JULY

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3 Independence Day (Observed)

AUGUST

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 Labor Day
11 Santa Fe Fiestas (4 Hours)

OCTOBER

S	M	T	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 Indigenous People's Day

NOVEMBER

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

11 Veterans Day
26 Thanksgiving Day
27 President's Day (Observed)

DECEMBER

S	M	T	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

25 Christmas Day

Signature: Mark Scott (Oct 22, 2025 15:33:01 PDT)

Email: mscott@santafenm.gov

CITY OF SANTA FE

Date: September 18, 2025

To: Governing Body, Finance Committee, Public Works and Utilities Committees

Via: Jimmy Gunn, Interim Airport Director JG

From: Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov PO

Subject: FAA Grant # 3-35-0037-066-2025

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design U.S. Department of Transportation Federal Aviation Administration Funding for the Rehabilitation of Taxiway F- Design.

(Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $90,193. This grant will be used for the Rehabilitation of Taxiway F- Design. The FAA will pay 95% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 17, 2025. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2025, they required that this grant be fully executed no later than September 18th, 2025 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify approvals through the City of Santa Fe's required processes.

PROCUREMENT METHOD:
This is the acceptance of a grant – no procurement involved.

ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 09:49:12 MDT)

Signature: 

Email: jdgunn@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 04/22/2025

Project Title: TXY F DESIGN

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Department: AIRPORT Project Manager: Kelly Bynon Ext: 2909

Project Date Range: 05/01/2025 to 04/30/2027 ☐ Create Fixed Asset

Project ID: AIR2554520

Grant ID: S2566 AND F2526

Approved By: ERIKA LUJAN (Apr 24, 2025 13:55 MDT)

(Finance Use Only)

4123125

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOTAD % of Funding: 4%

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: $3,799

Funding Source: FAA (to be awarded at a later time) % of Funding: 95%

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: $90,193

Expense String Phase: $949 to come from 545 fund for local match

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, 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 OBJs, optional)

Phase: DESIGN MUNIS ORG: 5450407 MUNIS OBJ: 572960

Grants Only (list all grants if applicable):

Grantor Name: NMDOTAD Awarded Amount: $3,799

AR Charge Code: 5450407/ 490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable):

Grantor Name: FAA (to be awarded at a later time) Awarded Amount: $90,193.00

AR Charge Code: 5450407 / 490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable):

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	8/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	5450407	572960	AIR2554520	90,193	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	5450407	490550	AIR2554520	(90,193)	
				$ -	$ -

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

NMDOT Grant SAF-26-01 was awarded to Santa Fe Regional Airport for Rural Air Serivce Enhancement Program.

This Grant was awarded as revenue guarantee grant for an airline to start services to LAX. Should the selected company, American Airlines, nit generate expected revenue, this money will be provided to them.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Paulette Ortiz — Prepared By {print name} — 8/25/2025 Date

Division Director Signature {optional} — 8/26/25 Date

Department Director Signature — 8/26/25 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 — Sep 24, 2025 Date

Emily K. Oster — Finance Director {≤ $5,000} — Oct 1, 2025 Date

City Manager {≤ $60,000} — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 17, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-066-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (09/17/2025 11:48:34 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	September 17, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-066-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 14, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway F – Design (Phase 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$90,193.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $90,193 for airport development or noise program implementation

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means 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 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018,** is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; ~~and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law~~.

9/18

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

41. Pursuant to the court's preliminary injunction order in City and County of San Francisco v. Trump, 3:25-cv-01350-WHO] (N.D. Cal.) , ECF 225 (Aug. 22, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiffs or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiffs to make any certification or other representation related to compliance the challenged

immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

> [T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (09/17/2025 11:48:34 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin McSherry, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at Sept 18, 2025

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. ~~The applicable provisions to this agreement include, but are not limited to, the following~~:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Santa Fe)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated Sept. 18, 2025

City of Santa Fe
(Name of Sponsor)

Mark Scott
(Signature of Sponsor's Authorized Official)

By: Mark Scott
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 14, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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

CITY OF SANTA FE:

Mark Scatt
CITY MANAGER

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

Date: September 18, 2025

To: Governing Body, Finance Committee, Public Works and Utilities Committees

Via: Jimmy Gunn, Interim Airport Director JG

From: Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov PO

Subject: FAA Grant # 3-35-0037-066-2025

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,193 to Increase WIP Design U.S. Department of Transportation Federal Aviation Administration Funding for the Rehabilitation of Taxiway F- Design.

(Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-066-2025 in the Amount of $90,193 for the Rehabilitation of Taxiway F- Design.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $90,193. This grant will be used for the Rehabilitation of Taxiway F- Design. The FAA will pay 95% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 17, 2025. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2025, they required that this grant be fully executed no later than September 18th, 2025 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify approvals through the City of Santa Fe's required processes.

PROCUREMENT METHOD:
This is the acceptance of a grant – no procurement involved.

ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 09:49:12 MDT)

Signature: 

Email: jdgunn@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 04/22/2025

Project Title: TXY F DESIGN

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Department: AIRPORT Project Manager: Kelly Bynon Ext: 2909

Project Date Range: 05/01/2025 to 04/30/2027 ☐ Create Fixed Asset

Project ID: AIR2554520

Grant ID: S2566 AND F2526

Approved By: ERIKA LUJAN (Apr 24, 2025 13:55 MDT)

(Finance Use Only)

4123125

☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOTAD % of Funding: 4%

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: $3,799

Funding Source: FAA (to be awarded at a later time) % of Funding: 95%

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: $90,193

Expense String Phase: $949 to come from 545 fund for local match

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, 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 OBJs, optional)

Phase: DESIGN MUNIS ORG: 5450407 MUNIS OBJ: 572960

Grants Only (list all grants if applicable):

Grantor Name: NMDOTAD Awarded Amount: $3,799

AR Charge Code: 5450407/ 490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable):

Grantor Name: FAA (to be awarded at a later time) Awarded Amount: $90,193.00

AR Charge Code: 5450407 / 490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable):

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	8/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	5450407	572960	AIR2554520	90,193	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	5450407	490550	AIR2554520	(90,193)	
				$ -	$ -

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

NMDOT Grant SAF-26-01 was awarded to Santa Fe Regional Airport for Rural Air Serivce Enhancement Program.

This Grant was awarded as revenue guarantee grant for an airline to start services to LAX. Should the selected company, American Airlines, nit generate expected revenue, this money will be provided to them.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Paulette Ortiz — Prepared By {print name} — 8/25/2025 Date

8/26/25 — Division Director Signature {optional} — Date

8/26/25 — 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 — Sep 24, 2025 Date

Emily K. Oster — Finance Director {≤ $5,000} — Oct 1, 2025 Date

City Manager {≤ $60,000} — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 17, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-066-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (09/17/2025 11:48:34 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	September 17, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-066-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated February 14, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiway F – Design (Phase 1)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$90,193.**

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $90,193 for airport development or noise program implementation

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means 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 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018,** is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; ~~and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law~~.

9/18

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

41. Pursuant to the court's preliminary injunction order in City and County of San Francisco v. Trump, 3:25-cv-01350-WHO] (N.D. Cal.) , ECF 225 (Aug. 22, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiffs or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiffs to make any certification or other representation related to compliance the challenged

immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

> [T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (09/17/2025 11:48:34 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Erin McSherry, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at Sept 18, 2025

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. ~~The applicable provisions to this agreement include, but are not limited to, the following~~:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(City of Santa Fe)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated Sept. 18, 2025

City of Santa Fe
(Name of Sponsor)

Mark Scott
(Signature of Sponsor's Authorized Official)

By: Mark Scott
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of February 14, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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

CITY OF SANTA FE:

Mark Scatt
CITY MANAGER

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

Date: September 18, 2025

To: Governing Body, Finance Committee, Public Works and Utilities Committees

Via: Jimmy Gunn, Interim Airport Director JG

From: Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov PO

Subject: FAA Grant # 3-35-0037-067-2025

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault- Phase 1.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,450 to Increase WIP Design U.S. Department of Transportation Federal Aviation Administration Funding for the Reconstruction of the Airport Lighting Vault.

(Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $249,450. This grant will be used for the Reconstruction of the Airport Lighting Vault. The FAA will pay 95% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 17, 2025. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2025, they required that this grant be fully executed no later than September 18th, 2025 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify approvals through the City of Santa Fe's required processes.

PROCUREMENT METHOD:
This is the acceptance of a grant – no procurement involved.

Grant Manager: ERIKA LUJAN ERIKA LUJAN (Sep 25, 2025 12:21:57 MDT)

Signature: 
Jimmy G (Sep 18, 2025 20:45:54 MDT)

Email: jdgunn@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/18/25 UPDATE REQUEST

Project Title: ELECTRIC VAULT CONSTRUCTION

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2554502

Grant ID: S2508/F2608

Approved By: ERIKA LUJAN (Sep 19, 2025 15:52:43 MDT)

CT (Finance Use Only)

Department: PW/AIRPORT 545 Project Manager: KELLY BYNON Ext: 2909

Project Date Range: 7/1/2024 to 6/30/2028 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOTAD SAF 24-06 % of Funding: _____

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 56200.00

Funding Source: USDOT-FAA GRANT 67 % of Funding: _____

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: 249450.00

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, Construction, 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 OBJs, optional)

Phase: DESIGN/WIP CONSTRCT MUNIS ORG: 5450407 MUNIS OBJ: 572960, 572970

Grants Only (list all grants if applicable): LOCAL FUND: 6300.00

Grantor Name: NMDOTAD GRANT SAF 24-06 Awarded Amount: 56200.00

AR Charge Code: 5450407.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): N/A

Grantor Name: USDOTFAA GRANT 3.35.0037.067.2025 Awarded Amount: 249450.00

AR Charge Code: 5450407.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.106

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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	7/9/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR2554502	249,450	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Transportation	5450407	490550	AIR2554502	(249,250)	
				$ 200	$ -

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

Grant 3-35-0037-067-2025 was awarded to the Santa Fe regional Airport in the amount of $249,450 for the Design of reconstructing Airport Lighting Vault Phase I. This grant is a matching grant to state gratn SAF-24-06

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

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

Kelly Bynon — 9/18/2025
Prepared By *{print name}* — Date

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 — Sep 25, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 17, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-067-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (09/17/2025 11:50:26 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	September 17, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-067-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Lighting Vault – Phase 1 (Utility Plan & Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$249,450**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $249,450 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means 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 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018,** is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; ~~and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.~~

9/18

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

41. Pursuant to the court's preliminary injunction order in City and County of San Francisco v. Trump, 3:25-cv-01350-WHO] (N.D. Cal.) , ECF 225 (Aug. 22, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to

any grant funds awarded, directly or indirectly, to Plaintiffs or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiffs to make any certification or other representation related to compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

> [T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (09/17/2025 11:50:26 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated Sept. 18, 2025

City of Santa Fe
(Name of Sponsor)

Mark Scott
(Signature of Sponsor's Authorized Official)

By: Mark Scott
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at Sept. 18, 2025

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. ~~The applicable provisions to this agreement include, but are not limited to, the following~~:

GM 9/18

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 15, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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

CITY OF SANTA FE:

Mark Scott
CITY MANAGER

DATE: 9-18-2025

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

Date: September 18, 2025

To: Governing Body, Finance Committee, Public Works and Utilities Committees

Via: Jimmy Gunn, Interim Airport Director JG

From: Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov PO

Subject: FAA Grant # 3-35-0037-067-2025

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault- Phase 1.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $249,450 to Increase WIP Design U.S. Department of Transportation Federal Aviation Administration Funding for the Reconstruction of the Airport Lighting Vault.

(Paulette Ortiz, Grant Administrator, pkortiz@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-067-2025 in the Amount of $249,450 for the Reconstruction of the Airport Lighting Vault.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $249,450. This grant will be used for the Reconstruction of the Airport Lighting Vault. The FAA will pay 95% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 17, 2025. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2025, they required that this grant be fully executed no later than September 18th, 2025 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify approvals through the City of Santa Fe's required processes.

PROCUREMENT METHOD:
This is the acceptance of a grant – no procurement involved.

Grant Manager: ERIKA LUJAN ERIKA LUJAN (Sep 25, 2025 12:21:57 MDT)

Signature: 
Jimmy G (Sep 18, 2025 20:45:54 MDT)

Email: jdgunn@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/18/25 UPDATE REQUEST

Project Title: ELECTRIC VAULT CONSTRUCTION

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2554502

Grant ID: S2508/F2608

Approved By: ERIKA LUJAN (Sep 19, 2025 15:52:43 MDT)

CT (Finance Use Only)

Department: PW/AIRPORT 545 Project Manager: KELLY BYNON Ext: 2909

Project Date Range: 7/1/2024 to 6/30/2028 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOTAD SAF 24-06 % of Funding: _____

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 56200.00

Funding Source: USDOT-FAA GRANT 67 % of Funding: _____

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: 249450.00

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, Construction, 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 OBJs, optional)

Phase: DESIGN/WIP CONSTRCT MUNIS ORG: 5450407 MUNIS OBJ: 572960, 572970

Grants Only (list all grants if applicable): LOCAL FUND: 6300.00

Grantor Name: NMDOTAD GRANT SAF 24-06 Awarded Amount: 56200.00

AR Charge Code: 5450407.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): N/A

Grantor Name: USDOTFAA GRANT 3.35.0037.067.2025 Awarded Amount: 249450.00

AR Charge Code: 5450407.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.106

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

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	7/9/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	5450407	572960	AIR2554502	249,450	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Transportation	5450407	490550	AIR2554502	(249,250)	
				$ 200	$ -

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

Grant 3-35-0037-067-2025 was awarded to the Santa Fe regional Airport in the amount of $249,450 for the Design of reconstructing Airport Lighting Vault Phase I. This grant is a matching grant to state gratn SAF-24-06

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

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

Kelly Bynon — 9/18/2025
Prepared By *{print name}* — Date

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 — Sep 25, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

Louisiana/New Mexico
Airports District Office
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

September 17, 2025

Honorable Alan Webber
City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

Dear Alan Webber:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. **3-35-0037-067-2025** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 18, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. James Fuller, (817) 222-4332, james.a.fuller@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Justin Barker
Justin Barker (09/17/2025 11:50:26 CDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	September 17, 2025
Airport/Planning Area	**Santa Fe Regional Airport**
Airport Infrastructure Grant Number	**3-35-0037-067-2025**
Unique Entity Identifier	**QLN2YKMMJ8X6**

TO: **City of Santa Fe**
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 15, 2025, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Santa Fe Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Airport Lighting Vault – Phase 1 (Utility Plan & Design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act(IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$249,450**.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

   $249,450 for airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means 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 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 18, 2025**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in person, including the following acts;

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;

ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

a) Associated with performance under this Grant; or

b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with performance under this Grant; or

         b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions.* For purposes of this Grant award, term:

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.

   b. "Private entity" means:

      i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

      ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt

bondage," and "involuntary servitude" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **IIJA Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **November 20, 2018,** is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights

laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024**. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at

    https://www.congress.gov/bill/118th-congress/house-bill/3935/text

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; ~~and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.~~

9/18

32. **National Airspace System Requirements**
    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
    b. If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;
(2) consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
(3) any other remedy legally available.

c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).

33. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

SPECIAL CONDITIONS

35. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that they will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26, including any amendments thereto), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23, including any amendments thereto).

36. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

37. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

38. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

39. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

40. **Duffy Plaintiff Special Term**. Pursuant to the court's preliminary injunction order in State of California v. Duffy, 1:25-cv-00208-JJM-PAS (D.R.I.) (June 19, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to any grant funds awarded, directly or indirectly, to Plaintiff States or local government entities within those States (collectively referred to as "Plaintiff State Entities"), or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiff State Entities to make any certification or other representation related to compliance with the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

    *The challenged immigration enforcement condition:

    "[T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

41. Pursuant to the court's preliminary injunction order in City and County of San Francisco v. Trump, 3:25-cv-01350-WHO] (N.D. Cal.) , ECF 225 (Aug. 22, 2025), DOT will not impose or enforce the challenged immigration enforcement condition* or any materially similar terms and conditions, to

any grant funds awarded, directly or indirectly, to Plaintiffs or otherwise rescind, withhold, terminate, or take other adverse action, absent specific statutory authority, based on the challenged immigration enforcement condition while DOT is subject to an injunction. DOT will not require Plaintiffs to make any certification or other representation related to compliance the challenged immigration enforcement condition nor will DOT construe acceptance of funding from DOT as certification as to the challenged immigration enforcement condition.

*The challenged immigration enforcement condition:

> [T]he Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law."

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Justin Barker
Justin Barker (09/17/2025 11:50:26 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated Sept. 18, 2025

City of Santa Fe
(Name of Sponsor)

Mark Scott
(Signature of Sponsor's Authorized Official)

By: Mark Scott
(Typed Name of Sponsor's Authorized Official)

Title: City Manager
(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at Sept. 18, 2025

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. ~~The applicable provisions to this agreement include, but are not limited to, the following~~:

GM 9/18

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

1. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

2. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

3. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

7. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

9. **Metropolitan Planning Organization.**

   In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

10. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

11. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

12. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

13. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

14. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

15. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

16. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

17. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

18. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;
   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

19. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

20. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

21. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

22. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

23. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

24. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

25. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

26. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

27. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

28. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

29. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Santa Fe**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

30. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

31. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

32. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

33. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of July 15, 2025.

34. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

35. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

36. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 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. §§ 3801-3809, 3812).

37. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

38. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

39. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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

CITY OF SANTA FE:

Mark Scott
CITY MANAGER

DATE: 9-18-2025

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

The Purchasing Memo

Date: September 18, 2025

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

From: Christine Chavez, Water Conservation Manager CyC

Via: Jesse Roach, Public Utilities Department Director Jesse Roach

Subject: Santa Fe Water Conservation and Sustainability Education Programming

Vendor Name: Santa Fe Watershed Association (SFWA)

Munis Vendor Number: 2585

ITEM AND ISSUE:

The City of Santa Fe Public Utilities Department respectfully requests your review and approval of the Santa Fe Water Conservation and Sustainability Education Programming Request for Approval #26001in the total amount payable to the Contractor under this Agreement, shall not exceed ($454,387.50) including NMGRT four (4) years from date of final signature from the Executive Director of the Santa Fe Watershed Association, Morika Hensley, mori@santafewatershed.org, 505-231-1371.

CONTRACT NUMBER:

The FY25Munis contract number is 3260181

BACKGROUND AND SUMMARY:

Education and outreach have long been pillars of the City's approach to water conservation and sustainability. A flagship initiative is the City's K–12 Water Conservation Education program, developed in alignment with ProjectWET and integrated into science instruction across Santa Fe Public Schools. Through classroom lessons and guided field experiences, students explore the principles of watershed health, water conservation, sustainability and their role as environmental stewards.

Through this RFP, the City seeks to build upon its established education framework and community partnerships to broaden its reach, especially among youth and underserved populations, and further advance its environmental and sustainability goals.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT/ 505

Munis Org Name/Number: WTR Cnsrvn/ 5050382

Munis Object Name/Number: Prfsl Cntr/ 510300

Budget Officer / Designee: Andy Hopkins **Date:** 09/24/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Contractor will provide comprehensive water conservation and sustainability-based education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate Watershed Stewardship programming, lead public educational hikes within the protected Municipal Watershed, administer the nationally recognized ProjectWET curriculum for water-related education and engagement and incorporate sustainability topics such as recycling and reuse fundamentals, raingardens, pollinator gardens and appropriate plant and tree choices for our changing climate.

The selected organization shall deliver the following:

Implementation and facilitation of a Watershed Stewardship Education Initiative for 5th grade students in the City.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of K-12 ProjectWET educational programming, customized to support Santa Fe's local conservation and sustainability priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes to The City.

Qualifications:

The selected vendor shall possess demonstrated experience in environmental education, specifically in water conservation and sustainability programming. The vendor must have the capability to develop and deliver

educational content across diverse age groups, including K–12 students, adults, and the general public.

The vendor should be able to provide bilingual education services in English and Spanish to effectively reach Santa Fe's multilingual communities. A strong history of collaboration with public sector entities, school districts, and community-based organizations is essential. The vendor must demonstrate cultural competency, with familiarity in working with Indigenous populations and rural communities in the Santa Fe area. The vendor is expected to collect and report on program outcomes, participation metrics, and conservation and sustainability impacts. In addition, the vendor must have the administrative capacity to comply with municipal procurement requirements, manage contractual obligations, and submit timely reports and invoices as required by the City of Santa Fe.

Technical Specifications:

All programming and services shall conform to the objectives outlined in the City's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. The Contractor shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation theme.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 09/24/2025

CPO Comment/Exceptions: RFP 26001

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes** | ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: RFP
Certificate of Liability Insurance (COI)
Professional Services Contract

Outlook

Re: Education services

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Thu 9/18/2025 9:48 AM
To CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>

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 morning -

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 220
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 Wed, Sep 17, 2025 at 8:00 PM CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov> wrote:

> Are you able to provide this service?
>
> The Contractor will provide comprehensive water conservation and sustainability-based education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate Watershed Stewardship

programming, lead public educational hikes within the protected Municipal Watershed, administer the nationally recognized ProjectWET curriculum for water-related education and engagement and incorporate sustainability topics such as recycling and reuse fundamentals, raingardens, pollinator gardens and appropriate plant and tree choices for our changing climate.

Christine Chavez
Water Conservation Manager
City of Santa Fe Water
savewatersantafe.com
505-955-4219
cychavez@santafenm.gov



Outlook

Fw: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

From MONROE, CARLA D. (Contractor) <cdmonroe@santafenm.gov>
Date Wed 9/17/2025 8:10 PM
To CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>

Here you go…

Carla Monroe
Public Utilities Program Manager- Consultant
505-504-8240

From: MONROE, CARLA D.
Sent: Tuesday, June 10, 2025 4:46:47 PM
To: CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>
Subject: FW: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

FYI….

Carla D. Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

Bookings with me - MONROE, CARLA D. - Outlook

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Tuesday, June 10, 2025 2:28 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Re: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

Thank you for letting me know!

Very respectfully,

B. Paige Ramsey, MSPM

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 10, 2025 4:27:36 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

You're welcome. Just so you know, professional services must be procured through RFP.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Tuesday, June 10, 2025 11:29 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Re: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

Thank you kindly for the determination for Professional Services for the Santa Fe Water Conservation and Sustainability Education Programming Invitation To Bid.

V/r,

Paige

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 10, 2025 1:20 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Subject: RE: Determination Request

Greetings,

The scope of work as written would be Professional Services. 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, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. 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.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - https://naspovaluepoint.org/categories/
  - https://www.omniapartners.com/publicsector/contracts
  - https://www.buyboard.com/home.aspx
  - https://www.h-gac.com/Home
  - https://www.gsaelibrary.gsa.gov/
  - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
  - Determination requests to purchasing_det@santafenm.gov
  - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

Book time to meet with me

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Monday, June 9, 2025 9:19 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Determination Request

Hi Travis,

When you have a moment, could I have a response to this determination request that has been rejected by Horizons?

V/r,

Paige Ramsey

Very respectfully,

B. Paige Ramsey, MSPM

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Friday, June 6, 2025 4:11:24 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MONROE, CARLA D. <cdmonroe@santafenm.gov>; BRITT, AMANDA P. <apbritt@santafenm.gov>
Subject: Re: Determination Request

Hi Travis,

When you have a moment, could I have a response to this determination request that has been rejected by Horizons?

V/r,

Paige

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Friday, June 6, 2025 3:22 PM

To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Subject: Re: Determination Request

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 220
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 Fri, Jun 6, 2025 at 12:05 PM RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov> wrote:

> Hello,
>
> Please provide a determination if Horizon provides services related to the Scope of Work Below. Please provide a written response.
>
> Invitation To Bid:
>
> The City of Santa Fe is seeking bids for the provision of:
>
> Scope of Work:
>
> The Santa Fe Watershed Association (SFWA) will provide comprehensive watershed stewardship, education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan and Water Conservation Plan. Under this agreement, SFWA

will continue to facilitate the "My Water, My Watershed" education initiative, lead public educational hikes within the protected Municipal Watershed, and administer the nationally recognized ProjectWET curriculum for water-related education and engagement.

Deliverables:

The selected organization shall deliver the following:

Implementation and facilitation of the "My Water, My Watershed" education program for K–12 students in the City of Santa Fe.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of ProjectWET educational programming, customized to support Santa Fe's local conservation priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes.

Milestones:
Key project milestones include the following:

Execution of the service agreement, anticipated for July 1, 2025, marking the beginning of the Fiscal Year 2026 performance period.

Launch of the annual "My Water, My Watershed" education program each August in coordination with the school year.

Facilitation of fall and spring watershed hike series, targeted for September and April respectively.

Completion and submission of the Annual Program Impact Report no later than June 30 of each contract year.

Qualifications:
The Santa Fe Watershed Association is uniquely qualified to perform these services based on its long-standing partnership with the City of Santa Fe dating back to the late 1990s. The organization is the only entity authorized to access the Municipal Watershed for the purpose of public education, thereby relieving the City of significant administrative burden. Additionally, SFWA is recognized as New Mexico's official affiliate of ProjectWET, providing exclusive rights and expertise in delivering this nationally endorsed curriculum. With over 12,000 students served to date, SFWA has demonstrated consistent success in engaging the community and supporting the City's conservation objectives.

Technical Specifications:
All programming and services shall conform to the objectives outlined in the City's Municipal Watershed Plan and Water Conservation Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. SFWA shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic

data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation theme.

Very Respectfully,

B. Paige Ramsey, MSPM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/9/2025

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 Arthur J. Gallagher Risk Management Services, LLC 400 Kiva Court Sante Fe NM 87505	**CONTACT NAME:** Gallagher Client Service Team **PHONE (A/C, No, Ext):** 833-391-6524 **FAX (A/C, No):** **E-MAIL ADDRESS:** SelectClientService@ajg.com
INSURED Santa Fe Watershed Association 1413 Second St., Ste 3 Santa Fe NM 87505	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** United States Liability Insurance Company — 25895 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 642119256 **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 [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	PHPK2666828011	3/19/2025	3/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A B	Crisis Management Directors & Officers			PHPK2666828011 NDO1052672P	3/19/2025 5/9/2025	3/19/2026 5/9/2026	Limit Limit	$25,000 $500,000

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

General Liability Deluxe Endorsement: Human Services, Form PI-GLD-HS
City of Santa Fe is included as an Additional Insured(s) as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Waiver of Subrogation applies to Additional Insured(s) as respects to General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

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: _____
Munis Contract : 3260181
RFP: 26001

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Santa Fe Watershed Association, 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, section 13-1-111; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor will provide comprehensive watershed stewardship, education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate a Watershed Stewardship Education Initiative for 5th grade students in the City, lead public educational hikes within the protected Municipal Watershed, and administer the nationally recognized ProjectWET curriculum for water and sustainability -related education and engagement.

Deliverables:
The Contractor shall deliver the following:

Implementation and facilitation of a Watershed Stewardship Education Initiative for 5th grade students in the City of Santa Fe.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of K-12 ProjectWET educational programming, customized to support Santa Fe's local water conservation and sustainability driven priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes.

Qualifications:
The Contractor shall possess demonstrated experience in environmental education, specifically in water conservation and sustainability programming. The Contractor must have the capability to develop and deliver educational content across diverse age groups, including K–12 students, adults, and the general public. The Contractor should provide bilingual education services in English and Spanish to effectively reach Santa Fe's multilingual communities. A strong history of collaboration with public sector entities, school districts, and community-based organizations is essential. The Contractor must demonstrate cultural competency, with familiarity in working with Indigenous populations and rural communities in the Santa Fe area. The Contractor shall collect and report on program outcomes, participation metrics, and conservation impacts. In addition, the Contractor must have the administrative capacity to comply with municipal procurement requirements, manage contractual obligations, and submit timely reports and invoices as required by the City of Santa Fe.

Technical Specifications:
All programming and services shall conform to the objectives outlined in the City's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. The Contractor shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation and Sustainability theme.

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Santa Fe Water Conservation and Sustainability Education Programming for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

2. Compensation

.A. The City shall pay the Contractor in full payment for services satisfactorily performed. Such compensation not to exceed One Hundred Thousand Five Dollars and zero cents ($105,000.00) excluding gross receipts tax.

B. Payment. The total compensation under this Agreement shall not exceed One Hundred

Thousand Five Dollars and zero cents ($105,000.00) per fiscal year excluding New Mexico gross receipts tax. **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, 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. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. 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) 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 6, "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.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor

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

7. Assignment

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

8. Subcontracting

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

9. Release

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

10. Confidentiality

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

11. Product of Service -- Copyright

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

12. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

13. Amendment

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

B. If the City proposes an amendment to the Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Merger

This Contract 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 contract.

All terms and conditions of the **RFP #26001 - Santa Fe Water Conservation and Sustainability Education Programming** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

16. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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 38-3-2. By execution of this Contract, 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 Contract.

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 Contract may be terminated by the City.

20. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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 Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract

modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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: Christine Chavez, 801 W San Mateo Rd, Santa Fe, NM 87505
cychavez@santafenm.gov

To the Contractor: Morika Hensley, 1413 2nd Street, Suite #3, Santa Fe, NM 87505
mori@santafewatershed.org

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

29. 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.

30. 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.

31. 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.

32. 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 Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

CONTRACTOR:
SANTA FE WATERSHED ASSOCIATION

MORIKA HENSLEY, EXECUTIVE DIRECTOR

DATE: Aug 28, 2025

NMBTIN#: 02-477993-00-8

City of SF Business License #: 224509

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 28, 2025 14:51:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

PSA SFWatershed Association

Final Audit Report 2025-08-28

Created:	2025-08-28
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCGWpmMyXw2iiXpdF9eP3ZIZckCjNL6W

"PSA SFWatershed Association" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-08-28 - 8:39:28 PM GMT

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Document e-signed by Morika Hensley (mori@santafewatershed.org)
Signature Date: 2025-08-28 - 8:47:03 PM GMT - Time Source: server- IP address: 98.48.57.60

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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-08-28 - 8:51:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-08-28 - 8:51:25 PM GMT

Powered by Adobe Acrobat Sign

Signature: christine chavez

Email: cychavez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Date: September 24, 2025

To: Governing Body

Via: JOHN BURNETT (Sep 25, 2025 13:56:19 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM Complete Streets Capital Projects Manager RGM

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) to Appropriate $112,000.00 from Road Impact Fees to FY26 Complete Streets Revenue and Expenses for the Completion of the Engineering Design of Henry Lynch Road Reconstruction Project. (Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The Henry Lynch Road Reconstruction Project spans approximately 0.5 miles between Agua Fria Street and Rufina Street. Due to significant changes in land use including new residential developments, schools, and commercial activity, the roadway has seen a substantial increase in traffic and no longer meets current ADA, bicycle, drainage, or pavement standards.

The proposed improvements include 6 ft sidewalks, 8 ft buffered bike lanes, two 10 ft travel lanes, and a 16 ft median, full-depth pavement reconstruction, curb and gutter, lighting, signal upgrades, fire hydrants, bus stops, and stormwater infrastructure improvements.

The City has secured $450,000 from NMDOT's Transportation Project Fund, enabling initial design work. An additional $280,000 in road impact fees was used to supplement the design up to 60%. Another $112,000 will complete the design. The requested funds will support final design development incorporating feedback from the City, County, BPAC, and the public; a stormwater plan addressing 100-year storm events per the City of Santa Fe Land Development Code; street landscaping; subsurface utility engineering; and continued public engagement. This project is included in Table 80 of the Infrastructure Capital Improvements Plan and is eligible for up to $3 million in road impact fees. With this request, we will have used $392,000 in road impact fees.

The funding source: Road Impact Fees
Fund Name/Number: CIP
Munis Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Project Ledger Number: ST193300D

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Complete Streets	9/24/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Engineering Design of Henry Lynch Road Reconstruction	3309980	572960	ST193300D	112,000	
Capital Transfer of Road Impact Fees to Complete Streets	2320471	760330		112,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Streets and Roadways CIP Henry Lynch Road Reconstruction - Capital Transfer from Impact Fees	3309980	660232		(112,000)	
				$ 112,000	$ -

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

Allocate Road Impact Fees to Henry Lynch Road Reconstruction Capital Project for Completion of the Engineering Design in the total amount of $112,000.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
330	112,000
232	(112,000)
TOTAL:	**0**

Carol Swenson 9/24/2025
Prepared By *{print name}* Date

N/A
Division Director Signature *{optional}* Date

JOHN BURNETT (Sep 25, 2025 13:56:19 MDT)
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

NMDOT Contract# D19223

Contract No. 3203069
Vendor No. 0000054360
Control No. HW2LP50021

TRANSPORTATION PROJECT FUND GRANT AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities.** (Project or CN LP50021). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Four Hundred Fifty Thousand Dollars and No Cents **($450,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$427,500.00**
   Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities.

2. The Public Entity's required proportional matching Share shall be 5% **$22,500.00**
   For purpose stated above

3. Total Project Cost **$450,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

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

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

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

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

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

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

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

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

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

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

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

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

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese (Nov 22, 2021 13:06 MST) Date: Nov 22, 2021

Cabinet Secretary or Designee

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

By: Craig C Kling (Sep 24, 2021 14:32 MDT) Date: Sep 24, 2021

Assistant General Counsel

City of Santa Fe

By: Date: Nov 19, 2021

Title: **MAYOR**

Attest:

Title: **CITY CLERK**

GB MTG 11/10/2021

Approved as to form and legal sufficiency by the City's Attorney

Marcos Martinez
Marcos Martinez (Oct 19, 2021 14:36 MDT)

Oct 19, 2021

CITY OF SANTA FE Attorney

Date

Approved

Mary McCoy

Nov 19, 2021

CITY OF SANTA FE Finance Director

Date

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50021

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50021**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-68

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Jamie Cassutt

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF HENRY LYNCH ROAD.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") entered into a grant agreement under the Transportation Fund Program ("TFP") for a local road project; and

WHEREAS, the total cost of the project will be $450,000 to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be ninety-five percent or $427,500; and
2. The City's proportional matching share shall be five percent or $22,500; and

WHEREAS, the City shall pay all costs that exceed the total budgeted amount of $450,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Governing Body hereby approves a cooperative agreement for Project

Control Number LP50021 with the NMDOT for the TPF Program for year 2022 for Henry Lynch Road Reconstruction to plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina Street to include road repaving, creation of bicycle lanes, ADA-compliant sidewalks, curb, gutter, and drainage facilities within the boundaries of the City.

BE IT FURTHER RESOLVED that this project maintains priority status for the City.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on June 30, 2025 and the City incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter and that all such agreements, covenants, and understandings have been merged into the written agreement.

PASSED, APPROVED, and ADOPTED this 10th day of November, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-68 Henry Lynch Road Reconstruction

LP50021 Signed w resolution

Final Audit Report 2021-11-22

Created:	2021-11-22
By:	Charisse Montoya (charisse.montoya@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN-AY5v_9OFvA0hJlTuvkcZ-hsq1xCvYT

"LP50021 Signed w resolution" History

Document created by Charisse Montoya (charisse.montoya@state.nm.us)
2021-11-22 - 8:03:03 PM GMT- IP address: 98.249.102.142

Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature
2021-11-22 - 8:03:57 PM GMT

Email viewed by Justin Reese (Justin.Reese@state.nm.us)
2021-11-22 - 8:05:26 PM GMT- IP address: 104.47.64.254

Document e-signed by Justin Reese (Justin.Reese@state.nm.us)
Signature Date: 2021-11-22 - 8:06:21 PM GMT - Time Source: server- IP address: 67.0.246.58

Agreement completed.
2021-11-22 - 8:06:21 PM GMT

City of Santa Fe, New Mexico
Memorandum

DATE: **September 26, 2025**

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

FROM: **Jimmy Gunn, Interim Airport Director**
Kelly Bynon, Administrative Manager

ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) In the amount of $510,214 to Increase the Repairs & Maintenance and Professional Contracts using FY26 Available Airport Revenue in excess of Budgeted Expenditures.

(Jimmy Gunn, Interim Airport Director jdgunn@santafenm.gov; Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

These monies will be utilized to fund various necessary projects at the airport that were not taken into account during budget time for FY26.

We are requesting an increase of $335,000 in the Repairs & Maintenance account (5456050.520200) for the following projects:

1. $120,000 for necessary electrical repairs on the runway
2. $165,000 for necessary fence repairs
3. $50,000 for an on call contract for snow removal

We are also requesting an increase of $175,214 in the Professional Contracts account (5456050.510300) for work that began in FY25 but was not completed by June 30, 2025. The Santa Fe Airport will need to reopen PO#22505437 for Kova, Corp.

COMMITTEE REVIEW
Public Works: 10/20/2025
Finance Committee: 10/27/2025
Governing Body: 10/29/2025

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	9/26/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Repairs & Maintenance Grounds / Roads	5456050	520200		335,000	
Professional Contracts	5456050	510300		175,214	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 510,214	$ -

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

Use of FY26 Available Airport revenue in excess pf budgeted expenditures to be used for various necessary

projects at the airport that were not taken into account during budget time.

$120,000 for necessary electrtical repairs

$165,000 for necessary fence repairs & $50,000 foron call snow removal

$175,214 for the CRASH PHONE project carried over from FY25

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(510,214)
TOTAL:	**(510,214)**

Kelly Bynon — 9/26/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Sep 26, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

C

Agenda Item #:

Andy Hopkins — Sep 26, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **22505437 - 01**

Payment Terms: Net 30

BILL TO

PURCHASING OFFICE
PO BOX 909
SANTA FE, NM 87504-0909
www.santafenm.gov

VENDOR

KOVA, CORP.
KOVA, CORP.
102 E BAY AVE
MANAHAWKIN
NJ
MANAHAWKIN, NJ 08050
Email: SALES@KOVACORP.COM

SHIP TO

SANTA FE MUNICIPAL AIRPORT
121 Aviation Dr
SANTA FE, NM 87507
Email: sfgallegos@santafenm.gov

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
7722090604		12506210	Sebastian Gallegos

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
04/30/2025	10723			General Government

Item#	Description/PartNo	QTY	UOM	Unit Price	Net Price
	ELECTRONIC EQUIPMENT, COMPONENTS, PARTS, AND ACCES The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Crash phone system for Air Traffic Control Tower for Santa Fe Regional Airport Contract # 3250565 GSA Contract GS-35F-011BA Item # 25-0152 jestout jestout@santafenm.gov for Sebastian Gallegos Commodity Code: 28782 Transmitters, Emergency Alarm Type, Including Equipment Operation Status Reporting ********** GL SUMMARY ********** 5456050 - 510300 $175,213.18	1.0	EACH	$175,213.18	$175,213.18

CHANGE ORDER

By: _____
Purchasing Officer, CPO

Total Ext. Price	$175,213.18
PO Total	**$175,213.18**

City of Santa Fe
Purchasing Office
P.O. Box 909
Santa Fe, NM 87504-0909
www.santafenm.gov

PURCHASE ORDER

Terms and Conditions

TERMS, CONDITIONS, and INSTRUCTIONS:

Payment Terms if not otherwise specified: Net 30

Acceptance of this Purchase Order (PO) with the stated terms, conditions, and prices constitutes a legally binding contract. No changes, substitutions, or price variance will be allowed without prior authorization from the Purchasing Office.

The PO number must appear on all invoices, packing slips, bills of lading, etc.

Delivery of materials or services will not be recognized unless supported by a PO. The delivery address, unless otherwise specified, is listed on the first page of this PO.

PO valid for the current fiscal year, unless otherwise specified.

Submit all invoices/bills and statements to the ordering Department (listed as the “Ship To” address). If you do not receive a response within 7 business days, resubmit the invoice to the City of Santa Fe, Accounts Payable Division, accountspayable@santafenm.gov and copy the ordering department.

This PO represents the entire agreement between the City of Santa Fe ("City") and the vendor listed ("Vendor") on the PO unless a separate executed contract exists. In cases of any discrepancy between the PO and a contract, the terms and conditions of the written and signed contract shall prevail. The terms and conditions herein supersede any variance with the terms and conditions of any order submitted by the City.

TERMINATION:

A. **Grounds:** The City may terminate this PO 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 PO based upon the City’s uncured, material breach of this PO.

B. **Notice:** City Opportunity to Cure.

1) Except as otherwise specified, 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 PO 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 PO 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 PO, the Contractor is suspended or debarred by the City; or (iii) the PO is terminated pursuant to termination of a contract.

Vendor shall not be held liable for failure to provide materials or render services due to strikes, floods, fires, or other causes beyond its control ("force majeure"). The City shall be promptly notified in writing upon the occurrence of such conditions, and the City shall determine if the cause is justified.

The term "this agreement" includes all procurement documents and any future written amendments, modifications, or supplements made in accordance herewith.

CHANGES/AMENDMENTS:
Vendor will accept no changes to this PO, such as verbal instructions or red line drawings, unless authorized in advance by the City’s Purchasing Division through a PO change order or in writing.

COMPLIANCE WITH LAWS:
Vendor represents and warrants that the performance of this PO and the furnishing of goods and services shall strictly adhere to all applicable standards, provisions, and stipulations of federal, State of New Mexico, and local laws, rules, regulations, and ordinances.

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION:
In accordance with the New Mexico Human Rights Act, NMSA 1978 sec. 47-7C-1 et seq., Vendor agrees not to refuse or otherwise limit or put conditions on services to a person because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition, or spousal affiliation.

LIENS, CLAIMS, AND ENCUMBRANCES:
Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or security interests of any kind.

WARRANTY:
Vendor warrants to City that such goods will materially conform to the specifications set forth in procurement, the contract, previous agreement, and/or published specifications in effect as of the date of delivery/acceptance and be free from material defects in material and workmanship. Warranties offered must be equal to or greater than the warranties offered in the industry.

REJECTION:
All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting from nonconformity to the terms and specifications of the contract, whether held by City or returned, will be at the Vendor's risk and expense. The City reserves the right to reject, at the Vendor's expense, any goods or materials that do not meet the specified requirements outlined in the PO.

PACKING AND SHIPPING INSTRUCTIONS:
No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified. All goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, Vendor agrees to repay all shipping charges. The City reserves the right to refuse any C.O.D. shipments. If an approved shipping charge is authorized by the City, then it will appear as a separate line item on this PO.

CASH DISCOUNTS AND PRICE PROTECTION:
If entitled, the City's computation period for a cash discount starts on the date of delivery or receipt of a correctly completed invoice, whichever is later. In cases where an adjustment in payment is necessary due to damage, the cash discount period starts on the date final approval for payment is authorized. If a discount is part of the contract, and the invoice does not reflect the existence of a cash discount, the city is entitled to a cash discount with the period commencing on the date the city determines that a cash discount applies.

CITY OF SANTA FE

Date: September 24, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)

Via: Regina Wheeler, Public Works Department Director [p.p. Sam Burnett] JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)
Brian Moya, Fire Chief BRIAN MOYA

Subject: Capital Appropriation Agreement Project 25-J3151 for Fire Station Facilities

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3151 Improvements to Fire Station Facilities in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Construction for Improvements to Fire Station Facilities.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J3151 in the amount of $100,000 "…to plan, design, construct, renovate, furnish, and equip improvements at fire station facilities in Santa Fe…." Facilities Division is working with Fire Department to identify necessary improvements to existing fire station facilities.

Of the total appropriation, $1,000 is designated for Art in Public Places (AIPP). The remaining $99,000 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2029, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the project and requires Governing Body review and approval.

ATTACHMENTS:
Grant Agreement NMDFA 25-J3151
PLID Form
BAR

FUNDING SOURCE:
New Mexico Department of Finance & Administration Capital Outlay Grant Agreement Capital Appropriation Project 25-J3151 - Fire Station Facilities
Fund Name/Number: Facilities/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Constr/572970

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPO)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: New Mexico Department of Finance & Administration
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: Grant Agreement Capital Appropriation Project 25-J3151

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number CIP2632002
Approval: ERIKA LUJAN Title: _____ Date: _____
Comment/Exceptions: ERIKA LUJAN (Sep 29, 2025 11:02:06 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 496, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3151** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49633, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct, renovate, furnish and equip improvements at fire station facilities in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $100,000.00 One Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $1,000.00 One Thousand Dollars and No Cents, which equals $99,000.00 Ninety Nine Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
      i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:58:42 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*If Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/12/2025

Project Title: Fire Station Facilities

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2632002

Grant ID: S2613

Approved By: ERIKA LUJAN (Sep 16, 2025 10:27:14 MDT)

CMT (Finance Use Only) Sep 16, 2025

Department: Public Works Project Manager: Sam Burnett Ext: 5933

Project Date Range: 9/12/2025 to 6/30/2029 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J3151 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: Construct MUNIS ORG: 3209980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3151 FIRE STATION FACILITIES Awarded Amount: 100,000.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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 Grant Documentation

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/Facilities Division	9/12/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION	3209980	572970	CIP2632002	99,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J3151 - Fire Station Facilities	3209980	490210	CIP2632002	(99,000)	
				$ -	$ -

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

DFA grant award (25-J3151) for Fire Station Facilities Improvements in the total amount of $100,000 (minus the 1%

$1,000 AIPP total appropriation $100,00,000. Expires 6/30/2029.

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

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

De Alva Calabaza — Prepared By *{print name}* — 9/12/2025 Date

Business Operations Manager Signature *{optional}* — Date

JOHN BURNETT (Sep 26, 2025 13:46:07 MDT)

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

Andy Hopkins — Budget Officer — Date

Emily K. Oster — Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

[p.p. Sam Burnett] for Regina Wheeler

GB Packet_Grant 25-J3151_Fire Stations_ $100K_09 22 2025 w p.p.JSB

Final Audit Report 2025-09-26

Created:	2025-09-24
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAm2iO2VHYNy-on0jor_Jth8ulod3MFUiq

"GB Packet_Grant 25-J3151_Fire Stations_$100K_09 22 2025 w p.p.JSB" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-24 - 5:54:34 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-09-24 - 6:04:58 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-09-26 - 7:45:45 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-09-26 - 7:46:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-09-26 - 7:46:09 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-09-26 - 7:46:25 PM GMT- IP address: 129.222.143.66

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-09-26 - 7:47:04 PM GMT - Time Source: server- IP address: 129.222.143.66

Agreement completed.
2025-09-26 - 7:47:04 PM GMT

Powered by Adobe Acrobat Sign

GB Packet_Grant 25-J3151_Fire Stations_ $100K_09 22 2025 w p.p.JSB 2b signed

Final Audit Report 2025-10-07

Created:	2025-09-29
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtnGc9APlqik62hq1nvbx8WMEqqAkNmSR

"GB Packet_Grant 25-J3151_Fire Stations_$100K_09 22 2025 w p.p.JSB 2b signed" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-29 - 3:34:44 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-09-29 - 4:32:51 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-09-29 - 4:39:11 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-09-29 - 4:49:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-09-29 - 4:49:34 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-09-29 - 5:01:49 PM GMT- IP address: 104.47.64.254

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-09-29 - 5:02:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-09-29 - 5:02:08 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-10-07 - 1:17:46 AM GMT- IP address: 104.47.65.254

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-10-07 - 1:21:40 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-07 - 1:21:40 AM GMT

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Adobe
Acrobat Sign

GB Packet_Grant 25-J3151_Fire Stations_ $100K_09 22 2025 w p.p.JSB 2b signed EKO

Final Audit Report 2025-10-15

Created:	2025-10-15
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyPJraiGU-tXX32M60c_a_xfAXmjPjwcR

"GB Packet_Grant 25-J3151_Fire Stations_$100K_09 22 2025 w p.p.JSB 2b signed EKO" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-10-15 - 5:47:02 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-15 - 5:49:43 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-10-15 - 6:46:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-10-15 - 6:46:40 PM GMT

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THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 22, 2025

TO: Andy Hopkins, Budget Officer

FROM: Sten Johnson, Assistant Fire Chief sj

VIA: Brian Moya, Fire Chief BM

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to add $1,900,000 from the Acceptance of NM DFA Grant; Capital Outlay Funds into FY26 Fire Department Revenue.

Requesting BAR for the Fire Department in the amount of $1,900,000 from 2210181.490210 NM Dept of Fin and Admin to increase funds of:

- $1,9,000,000 2210181.571000 Vehicles >1.5

Please see below a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490210 NM Dept of Fin and Admin ($1,900,000)

TO LINE ITEMS:

- 2210181.571000 Vehicles >1.5 $1,900,000

ACTION REQUESTED:
The Fire 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
200 / Fire Department	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles >1.5	2210181	571000	FIR2622111	1,900,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Finan and Admin	2210181	490210	FIR2622111	(1,900,000)	
				$ -	$ -

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

Increase Fire Department Fund 2210181 FY26 to $1,900,000.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez 9/22/2025
Prepared By *{print name}* Date

STEN JOHNSON
Sten Johnson, Assistant Fire Chief
Division Director Signature *{optional}* Date

BRIAN MOYA
Brian Moya, Fire Chief
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
Budget Officer Date

Emily K. Oster
Emily Oster
Finance Director *{≤ $5,000}* Date

Mark Scott
Mark Scott (Oct 7, 2025 17:51:40 MDT)
City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: NM DFA Grant Funding for Ladder Truck

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622111

Grant ID: S2621

Approved By: ERIKA LUJAN (Oct 1, 2025 10:00:17 MDT)

CT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE DFA % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490210 Awarded Amount: $1,900,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: VEHICLES>1.5 MUNIS ORG: 2210181 MUNIS OBJ: 571000

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3149 Awarded Amount: 1,900,.000.00

AR Charge Code: 2210181.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

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 Grant Documentation

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490210-			
Org	2210181	FIR SS SR	Acct name	NM Dept of Fin and Admin		Account Notes	
Object	490210	NM DFA	Type	Revenue	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	-250,000.00	-218,378.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-250,000.00	-218,378.00	.00	.00
Actual (Memo)	-568,377.65	-82,320.71	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	318,377.65	-136,057.29	.00	.00
Percent used	227.35	37.70	.00	.00

Account

Fund	221 EMRGSVC	Acct	221-15-20-2100-181-00-000-571000-		
Org	2210181 FIR SS SR	Acct name	Vehicles > 1.5 Tons		Account Notes
Object	571000 Vhcl > 1.5	Type	Expense	Status	Active
Project		Rollup			
		Sub-Rollup			

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	320,000.00	.00	675,000.00	380,000.00
Transfers In	.00	.00	705,000.00	320,000.00
Transfers Out	.00	.00	.00	.00
Revised Budget	320,000.00	.00	1,380,000.00	700,000.00
Actual (Memo)	.00	.00	1,380,000.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	320,000.00	.00	.00	700,000.00
Percent used	.00	.00	100.00	.00

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 21, 2025

TO: Quality of Life Committee
Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief BM
Sten Johnson, Assistant Fire Chief sj

SUBJECT: Acceptance of NM DFA Grant; Capital Outlay Funding for a Ladder Truck

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ITEM AND ISSUE:
Request for Approval of State of New Mexico Department of Finance & Administration (NM DFA) Grant, Appropriation #25-J3149, in the amount of $1,900,000; to purchase and equip a ladder truck.
Reversion date June 30, 2027.

Request for Approval of a Budget Amendment Resolution (BAR) to add $1,900,000 from the Acceptance of NM DFA Grant, Capital Outlay Funds into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:
The City received the attached award announcement for NM DFA Grant, Capital Outlay Funds in the amount of $1,900,000. These funds were granted to purchase and equip a ladder truck. This project will replace an aging fire apparatus, known as Ladder 7, which serves the Community, Residents and visitors of Santa Fe.

ATTACHMENTS:
NM DFA Grant, Capital Outlay Agreement
BAR and Project Ledger

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 494, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3149** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49433, One Million Nine Hundred Thousand Dollars and No Cents, $1,900,000.00, to purchase and equip a ladder truck for the fire department in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $1,900,000.00 One Million Nine Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $1,900,000.00 One Million Nine Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

   a. During the term of this Agreement and the Record Retention Period, the Department may:
      i. Request additional information regarding the Project as it deems necessary and
      ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
   b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

   a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
      i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
      ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
      iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
      iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
      v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

   a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
   b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

    a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
    b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
    c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

    a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
    b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

    a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____
Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____
Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____
Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____
Signature

_____ _____
(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____
(Title)

_____
(Print Name)

_____
Date

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

_____
Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

10/06/2025
_____
Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Aug 19, 2025 17:00:49 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025
_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date: _____	Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date	Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 22, 2025

TO: Andy Hopkins, Budget Officer AJH

FROM: Sten Johnson, Assistant Fire Chief SJ

VIA: Brian Moya, Fire Chief BM

ITEM AND ISSUE:
Request for Approval of a Budget Amendment Resolution (BAR) to add $525,000 from the Acceptance of NM DFA Grant; Capital Outlay Funds into FY26 Fire Department Revenue.

Requesting BAR for the Fire Department in the amount of $525,000 from 2210181.490210 NM Dept of Fin and Admin to increase funds of:

- $525,000 2210181.571000 Vehicles >1.5

Please see below a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490210 NM Dept of Fin and Admin ($525,000)

TO LINE ITEMS:

- 2210181.571000 Vehicles >1.5 $525,000

ACTION REQUESTED:
The Fire 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
200 / Fire Department	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles >1.5	2210181	571000	FIR2622112	525,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Fin and Admin	2210181	490210	FIR2622112	(525,000)	
				$ -	$ -

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

Increase Fire Department Fund 2210181 for FY26 by adding $525,000.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

TONIETTE CANDELARIA MARTINEZ
Toniette Candelaria Martinez — 9/22/2025
Prepared By *{print name}* — Date

STEN JOHNSON
Sten Johnson, Assitant Fire Chief
Division Director Signature *{optional}* — Date

BRIAN MOYA
Brian Moya, Fire Chief
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
Budget Officer — Date

Emily Oster — Emily K. Oster
Finance Director *{≤ $60,000}* — Date

Mark Scott
City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: NM DFA Grant Funding for Fire Engine 3

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: FIR2622112

Grant ID: S2622

Approved By: ERIKA LUJAN (Oct 1, 2025 11:15:44 MDT)

CT (Finance Use Only)

Department: 200 - Fire Project Manager: Toniette C. Martinez Ext: 3109

Project Date Range: 07/01/2025 to 06/30/2026 ☑ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490210 Awarded Amount: $525,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: VEHICLES>1.5 MUNIS ORG: 2210181 MUNIS OBJ: 571000

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: NM DFA GRANT CAP 25-J3150 FIRE ENGINE SFFD Awarded Amount: 525,000

AR Charge Code: 2210181.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-490210-			
Org	2210181	FIR SS SR	Acct name	NM Dept of Fin and Admin		Account Notes	
Object	490210	NM DFA	Type	Revenue	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	-250,000.00	-218,378.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-250,000.00	-218,378.00	.00	.00
Actual (Memo)	-568,377.65	-82,320.71	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	318,377.65	-136,057.29	.00	.00
Percent used	227.35	37.70	.00	.00

Account

Fund	221	EMRGSVC	Acct	221-15-20-2100-181-00-000-571000-			
Org	2210181	FIR SS SR	Acct name	Vehicles > 1.5 Tons		Account Notes	
Object	571000	Vhcl > 1.5	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	320,000.00	.00	675,000.00	380,000.00
Transfers In	.00	.00	705,000.00	320,000.00
Transfers Out	.00	.00	.00	.00
Revised Budget	320,000.00	.00	1,380,000.00	700,000.00
Actual (Memo)	.00	.00	1,380,000.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	320,000.00	.00	.00	700,000.00
Percent used	.00	.00	100.00	.00

THE CITY OF
SANTA FE

MEMORANDUM

DATE: September 21, 2025

TO: Quality of Life Committee
Finance Committee
Governing Body

FROM: Brian Moya, Fire Chief BM
Sten Johnson, Assistant Fire Chief SJ

SUBJECT: Acceptance of NM DFA Grant; Capital Outlay Funding for a Fire Engine

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ITEM AND ISSUE:
Request for Approval of State of New Mexico Department of Finance & Administration (NM DFA) Grant, Appropriation #25-J3150, in the amount of $525,000; to purchase and equip a fire engine.
Reversion date June 30, 2027.

Request for Approval of a Budget Amendment Resolution (BAR) to add $525,000 from the Acceptance of NM DFA Grant, Capital Outlay Funds into FY26 Fire Department Revenue.

BACKGROUND AND SUMMARY:
The City received the attached award announcement for NM DFA Grant, Capital Outlay Funds in the amount of $525,000. These funds were granted to purchase and equip a fire engine. This project would replace an aging fire apparatus, known as Engine 3, which serves the Community, Residents and visitors of Santa Fe.

ATTACHMENTS:
NM DFA Grant, Capital Outlay Agreement
BAR and Project Ledger

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 495, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3150** ("**Project**") 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49533, Five Hundred Twenty Five Thousand Dollars and No Cents, $525,000.00, to purchase and equip a fire engine for the fire department in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $525,000.00 Five Hundred Twenty Five Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $525,000.00 Five Hundred Twenty Five Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

   a. During the term of this Agreement and the Record Retention Period, the Department may:
      i. Request additional information regarding the Project as it deems necessary and
      ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
   b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

   a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
      i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
      ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
      iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
      iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
      v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

   a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
   b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

    a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
    b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
    c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

    a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
    b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

    a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____
Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____
Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____
Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____
Signature

_____ _____
(Print Name) (Title)

APPROVED BY GRANTEE:

_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature

_____
(Title)

_____
(Print Name)

_____
Date

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

_____
Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

10/07/2025
_____
Date

As To Legal Form And Sufficiency

Kevin L. Nault
Kevin L. Nault (Aug 19, 2025 16:59:35 MDT)
_____
KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025
_____
Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $ 0.00

C. AIPP Amount *(If Applicable)*: $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: _____

F. Reversion Amount *(if applicable)*: $ 0.00

G. Grant Balance: $ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____
ASD Officer Date

_____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Memo_MUNIS_BAR_Form_-_20192_NM DFA Grant $525K FY26

Interim Agreement Report 2025-10-07

Created:	2025-10-01
By:	TONIETTE CANDELARIA MARTINEZ (tocandelariamartinez@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAA63zpaKpQ1c9y2xgpO_mk9ORHhYE765jN

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Memo_MUNIS_BAR_Form_-_20192_NM DFA Grant $525K FY 26" History

Document created by TONIETTE CANDELARIA MARTINEZ (tocandelariamartinez@santafenm.gov)
2025-10-01 - 10:34:03 PM GMT- IP address: 63.232.20.2

Document emailed to STEN JOHNSON (sajohnson@santafenm.gov) for signature
2025-10-01 - 10:39:46 PM GMT

Email viewed by STEN JOHNSON (sajohnson@santafenm.gov)
2025-10-02 - 2:18:55 PM GMT- IP address: 166.137.163.56

Document e-signed by STEN JOHNSON (sajohnson@santafenm.gov)
Signature Date: 2025-10-02 - 2:20:02 PM GMT - Time Source: server- IP address: 166.137.163.56

Document emailed to BRIAN MOYA (bjmoya@santafenm.gov) for signature
2025-10-02 - 2:20:04 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)
2025-10-04 - 2:34:16 PM GMT- IP address: 129.222.129.8

Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)
Signature Date: 2025-10-04 - 2:34:41 PM GMT - Time Source: server- IP address: 129.222.129.8

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-10-04 - 2:34:43 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-06 - 6:45:05 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-06 - 6:45:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-06 - 6:45:52 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-10-07 - 7:00:57 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Mark Scott (mscott@santafenm.gov) for signature
2025-10-07 - 7:00:59 PM GMT

CITY OF SANTA FE

Memorandum

Date: 09/22/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SaO

Via: Sam Burnett on Behalf of R. Wheeler
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J3155 MRC Soccer Valley Expansion for $3,000,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,000,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for The MRC Soccer Valley Expansion Project.

BACKGROUND:
The MRC Soccer Valley Expansion Project is currently in the design phase, aimed at developing new multipurpose sports fields to meet the increasing demand for the facilities serving both youth and adult participants. Stakeholder engagement has been a key component of the planning process, with several meetings already held to gather input and guide the project's design. An Early Neighborhood Notification (ENN) meeting is scheduled for October, and feedback from that session will further inform the development plans.

This $3,000,000 grant will fund critical site improvements, including artificial turf installation, field lighting, and supporting infrastructure, ensuring long-term usability, safety, and community benefit.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Sep 23, 2025 16:54:49 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 500, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3155** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 50033, Three Million Dollars and No Cents, $3,000,000.00, to plan, design, construct and renovate the Soccer Valley municipal recreation complex, including artificial turf fields, a championship field, light-emitting diode lighting and associated amenities, in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $3,000,000.00 Three Million Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $3,000,000.00 Three Million Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Oct 1, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:55:28 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*If Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

[THIS SPACE LEFT BLANK INTENTIONALLY]

data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital Outlay	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - MRC CapPrj - Soccer Valley Expansion	5300279	572970	MRC35520A	3,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3155 MRC Soccer Valley Expansion	5300279	490210	MRC35520A	(3,000,000)	
				$ -	$ -

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

Agreement with DFA for MRC Soccer Valley in the total amount of $3,000,000. (25-J3155)

{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 #:

Phillip Lujan	9/22/2025	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Carol Swenson	Sep 23, 2025	Emily K. Oster	Oct 1, 2025
Business Operations Manager	Date	Finance Director *{≤ $5,000}*	Date
on behalf of R. Wheeler	Sep 23, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: MRC Soccer Valley Expansion

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: MRC35520A

Grant ID: S2619

Approved By: ERIKA LUJAN (Sep 23, 2025 16:54:49 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 5052316194

Project Date Range: 09/22/2026 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 25-J3155 % of Funding: 100

MUNIS ORG: 5300279 MUNIS OBJ: 490210 Awarded Amount:

Funding Source: % of Funding:

MUNIS ORG: MUNIS OBJ: 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, Construction, 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 OBJs, optional)

Phase: Construction MUNIS ORG: 5300279 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3155 SOCCER VALLEY EXPANSION Awarded Amount: 3,000,000.00

AR Charge Code: 5300279.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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 Grant Documentation

Signature: SCOTT OVERLIE
SCOTT OVERLIE (Sep 23, 2025 13:00:28 MDT)

Email: saoverlie@santafenm.gov

Signature: *Melissa McDonald*

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 09/22/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SaO

Via: Sam Burnett acting for R. Wheeler
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J3152 Fort Marcy Park Baseball Field Improvements for $500,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for The Fort Marcy Park Baseball Field Improvements Project.

BACKGROUND:
Design work for improvements to Ft. Marcy Park is currently underway. The process has included meaningful community and stakeholder engagement, including an Early Neighborhood Notification Meeting, with feedback directly informing the project's development.
Planned improvements include:

- Extension of the arroyo bridge
- Enhanced safety and ADA accessibility
- Upgrades to the concession stand and grandstands
- Improvements to baseball field fencing and electrical systems

This grant request of $500,000 will support both the design and construction phases of these enhancements. Final construction costs and scheduling will be determined upon completion of the design phase. Construction is anticipated to be implemented in phases, aligned with the availability of funding.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 09:42:13 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 497, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3152** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 49733, Five Hundred Thousand Dollars and No Cents, $500,000.00, to plan, design and construct improvements to the baseball field at Fort Marcy park in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $500,000.00 Five Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $500,000.00 Five Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
    iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
      i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Oct 1, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:57:41 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

_____
Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

_____
Printed Name

Date: _____

_____
Grantee Representative

_____
Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
ASD Officer Date

_____ _____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital Outlay	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - PrksTrls Cap / Ft. Marcy Baseball	3559980	572970	PWD2535527	400,000	
WIP Design - PrksTrls Cap / Ft. Marcy Baseball	3559980	572960	PWD2535527	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3152 Ft. Marcy Baseball Field	3559980	490210	PWD2535527	(500,000)	
				$ -	$ -

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

Agreement with DFA for Fort Marcy Baseball Improvements in the total amount of $500,000. (25-J3152)

{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 #:

Phillip Lujan	9/22/2025	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Carol Swanson	Sep 23, 2025	Emily K. Oster	Oct 1, 2025
Business Operations Manager	Date	Finance Director *{≤ $5,000}*	Date
on behalf of R. Wheeler	Sep 23, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025 UPDATE REQUEST

Project Title: Ft. Marcy Park Improvements

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2535527

Grant ID: S2620

Approved By: ERIKA LUJAN (Sep 24, 2025 09:42:13 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 5052316194

Project Date Range: 09/22/2026 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 25-J3152 % of Funding: 100

MUNIS ORG: 3559980 MUNIS OBJ: 490210 Awarded Amount: 500,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: Design + Construction MUNIS ORG: 3559980 MUNIS OBJ: 572960/572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3152 FT MARCY BASEBALL FIELD IMPRV Awarded Amount: $500,000.00

AR Charge Code: 3559980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: ADDED TO ORIGINAL PROJ W/GRANT 24-13142-5M -S2525 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 Grant Documentation

Signature: SCOTT OVERLIE
SCOTT OVERLIE (Sep 23, 2025 16:10:53 MDT)

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 09/22/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SaO

Via: JOHN BURNETT (Sep 24, 2025 09:27:08 MDT) Sam Burnett acting for R. Wheeler
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of Capital Outlay Grant Agreement for Capital Appropriation Project 25-J3156 MRC Irrigation Upgrades for $200,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Project Manager III; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $200,000 Legislative Grant Funds to Parks and Open Space FY26 Revenue and WIP Construction for The MRC Irrigation Upgrade Project.

BACKGROUND:
The most recent upgrades to the City of Santa Fe's Municipal Recreation Complex (MRC) irrigation systems occurred in 2022 with improvements to Soccer Valley Fields #1 and #2, followed by pump replacements in 2023–2024. However, several critical areas in need of repair or replacement remain unaddressed. This $200,000 grant will support essential upgrades to ensure the irrigation systems and equipment remain fully operational. These improvements are vital for sustaining healthy turf across the MRC's multi-sport fields, preserving their functionality, safety, and long-term viability.

ATTACHMENTS:
Grant Agreement
BAR
PLID Form

GRANT MANAGER: ERIKA LUJAN
ERIKA LUJAN (Sep 24, 2025 10:18:04 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 501, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3156** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 50133, Two Hundred Thousand Dollars and No Cents, $200,000.00, to plan, design, construct and upgrade irrigation systems at the municipal recreation complex in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $200,000.00 Two Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $200,000.00 Two Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
      i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

   a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
   b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
   c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
   i. Request additional information regarding the Project as it deems necessary and
   ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
   i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
   ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
   iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
   v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.

b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.

b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.

c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.

e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.

i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Oct 1, 2025

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 16:50:30 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*If Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space - Capital Outlay	9/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - MRC CapPrj - MRC Irrigation Upgrades	5300279	572960	MRC2653001	200,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DFA 25-J3156 MRC Irrigation Upgrades	5300279	490210	MRC2653001	(200,000)	
				$ -	$ -

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

Agreement with DFA for MRC Irrigation Upgrades in the total amount of $200,000. (25-J3156)

{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 #:

Phillip Lujan	7/15/2025	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	Budget Officer	Date
Carol Svenson	Sep 23, 2025	Emily K. Oster	Oct 1, 2025
Business Operations Manager	Date	Finance Director *{≤ $5,000}*	Date
JOHN BURNETT (Sep 24, 2025 09:27:08 MDT) on behalf of R. Wheeler	Sep 24, 2025		
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/22/2025

Project Title: MRC Irrigation Upgrades

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: MRC2653001

Grant ID: S2618

Approved By: ERIKA LUJAN (Sep 23, 2025 14:42:15 MDT)

CMT (Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 5052316194

Project Date Range: 09/22/2026 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM DFA 25-J3156 % of Funding: 100

MUNIS ORG: 5300279 MUNIS OBJ: 490210 Awarded Amount: 200,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: Construction MUNIS ORG: 5300279 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3156 Awarded Amount: $200,000.00

AR Charge Code: 5300279.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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 Grant Documentation

Signature: SCOTT OVERLIE
SCOTT OVERLIE (Sep 23, 2025 16:11:38 MDT)

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: 10/03/2025

To: Governing Body

From: Scott Overlie, Public Works Project Manager III SAO

Via: Regina Wheeler (Oct 6, 2025 15:28:48 MDT)
Regina Wheeler, Public Work Department Director
Melissa McDonald, Parks and Open Spaces Division Director MMc

Reviewed By: Carol Swenson

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,000,000 from Available General Fund Balance to Parks and Open Space FY26 WIP Construction for Shelby Pedestrian Bridge Replacement.

BACKGROUND:
The replacement of Shelby Bridge is currently at 60%-design completion for a prefabricated bridge with a real rock façade, replacing the existing look. The Historic Review Board has given preliminary approval. Funding now totals $490K ($240k design appropriation + $250k construction grant) + $1.0M new award requested here, which covers final construction, permitting, procurement, and contingency.

ATTACHMENTS:
BAR
PLID Form

GRANTS MANAGER: ERIKA LUJAN (Oct 10, 2025 08:13:40 MDT)

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks & Open Space	10/3/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - PrksTrls - Shelby Bridge at SF River	3559980	572970	PWD2535518	1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 1,000,000	$ -

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

Appropriation from available General Fund balance.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,000,000)
TOTAL:	**(1,000,000)**

Phillip Lujan — 10/3/2025
Prepared By *{print name}* — Date

Carol Swenson — Oct 6, 2025
Business Operations Manager — Date

Regina Wheeler — Oct 6, 2025
Regina Wheeler (Oct 6, 2025 15:28:48 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 10, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/03/2025

Project Title: Shelby Bridge at SF River

Project Type: ☑ CIP ☐ Grant ☐ Internal Tracking

Project ID: PWD2535518

Grant ID: _____

Approved By: _____

(Finance Use Only)

Department: Public Works Project Manager: Scott Overlie Ext: 231-6194

Project Date Range: 08/15/2024 to 06/30/2029 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: CoSF General Fund % of Funding: 100

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: Construction MUNIS ORG: 3559980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

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 Grant Documentation

Signature: SCOTT OVERLAE

Email: saoverlie@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: September 18, 2025

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Management Division Director

Via: Jesse Roach, Interim Public Utilities Director

Subject: On-Call SCADA and Controls Engineering Services

Vendor Name: SKM Engineering

Munis Vendor Number: 1080

ITEM AND ISSUE:

The Public Utilities Department, Wastewater Management Division respectfully requests your review and approval of a Professional Services Contract in the total amount of $86,550.00 per year, including NMGRT, for On Call SCADA and Control Engineering Services for a term of four (4) years with SKM Engineering, for a total of $346,200.00 over the contract term, including NMGRT.

1.Request for approval of a Budget Amendment Resolution (BAR) in the total amount of $346,200.00 from the Wastewater Enterprise Fund/Fund 500 to WiP Construction..

CONTRACT NUMBER:

The FY26 Munis contract number is 3250596

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater Reclamation Facility utilizes many various types of rotating equipment and other electrically driven process equipment that electronic control systems that need periodic repair, replacement, and programming. The facility also has a Supervisory Control and Data Acquisition (SCADA) system that is expanding to areas of the facility that were not previously connected. This contract will assist in expediting this work by having a contract in place to provide this critical installation and programming service. A total of two contracts will be awarded from this procurement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects - 5000375

Munis Object Name/Number: WIP Construction - 572970

Budget Officer / Designee: Andy Hopkins **Date:** 09/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP 25152 was opened on March 28, 2025, and closed on April 25, 2025. Two proposals were received, and two contracts will be awarded.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 09/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
CPO Service Determination Email
Certificate of Liability Insurance (COI)
Professional Services Contract rate sheet
BAR

Item #: _____
Munis Contract #: 3250596
SWPA/GSA/Coop/RFP/ITB#: RFP#25152

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **SKM Engineering**, 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, section 13-1-111; and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. The contractor will provide professional Automation/Control Engineering, Supervisory Control and Data Acquisition ("SCADA")/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

1.) The location of these services shall include, but is not limited to:
   a. Santa Fe Wastewater Reclamation Facility (73 Paseo Real);
   b. Pump houses and lift stations associated with the Wastewater Reclamation Facility.

2.) The Contractor shall provide, but not limited to, the following services as needed:
   a. Emergency and Non-Emergency SCADA and Field Support Services:
      i: Provide qualified and competent technical support within 2 hours for emergency and 12 hours for non-emergency via phone and/or remote VPN access provided by the City.
   b. Automations and Controls Engineering Service:
      i: Implement automation and controls engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
      ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
   c. System Software Updates:

i: Perodically update the city regarding applicable software and firmware updates that would benefit or improve the SCADA system or other components and assist in the installation of those updates.

d. Software Programming:
   i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
e. Telemetry Radio Network:
   i: Provide complete system support for existing radio telemetry.
f. Computer Support:
   i: Provide network and IT support solutions for SCADA computer and associated components.
   ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining security based on current cyber security standards.
g. Preventative Maintenance Plan:
   i: Assist the city in the development of a 10-year preventative maintenance plan to upgrade and/or replace critical SCADA assets.
h. Documentation:
i. Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to SCADA and Controls Engineering for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. Payment. The total compensation under this Agreement shall not exceed $346,200.00 for the term of this Agreement, including New Mexico gross receipts tax ("NMGRT").

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work up to a maximum of eighty-six thousand five hundred and fifty dollars ($86,550.00) in each fiscal year, including NMGRT. The NMGRT levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total compensation under this Agreement shall not exceed $346,200.00. 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.

B. 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, 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.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. 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) 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 6, "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.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract 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 Contract, 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. Merger

This Contract 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 contract.

All terms and conditions of the **RFP#25152 SCADA and Controls Engineering Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

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

D. Contractor shall maintain the above insurance for the term of this Contract 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.

23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

25. Limit of Liability

To the fullest extent permitted by law, Owner and Contractor (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Contractors total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Contractor for the associated task, whichever is greater.

26. New Mexico Tort Claims Act

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

27. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this

Contract shall not be affected and shall be valid and enforceable.

28. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices

Any notice required to be given to either party by this Contract 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:
Andrew Hardinge
73 Paseo Real
Santa Fe, NM, 87507
505-955-4619

To the Contractor:
SKM Engineering, LLC
ATTN: Ryan Pack
533 W. 2600 S, Suite 25
Bountiful, UT 84010
801-683-3761

30. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

31. 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.

32. 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.

33. 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.

34. 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 Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

CONTRACTOR:
SKM Engineering, LLC

Ryan Pack
Ryan Pack (Aug 29, 2025 13:06:36 MDT)
Ryan Pack, Principal

DATE: Aug 29, 2025

NMBTIN#: 03669170004-GRT

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Sep 2, 2025 13:28:14 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Each Offeror should provide a Fixed Overhead Rate that will be evaluated. Offerors should also fill out the Cost sheet that is attached. The Fixed Overhead Rate and the cost sheets sections will be used in the final On-call Price Agreements for each Offeror.

Fixed Overhead Rate Percentage: _____

The prices quoted herein will be used in calculating the total compensation on the agreement and represent the total amount to be paid by the City of Santa Fe for goods and services provided. The Offeror is responsible for all associated costs, including but not limited to overhead, labor, equipment, tools, materials, applicable taxes, permits, licenses, fees, lodging, and any other necessary expenses. All quoted prices must be inclusive of these costs, and no additional reimbursement will be provided beyond the agreed agreement amount.

Offeror Instructions for Cost Sheet:
Do not add or delete items. Quantities provided are estimates only, and do not establish a definite quantity agreement. Do not change the quantity.

Provide comments on any variations from the Article and Description or the Unit of Measure. Also, provide comments to explain or clarify an item, or provide information as specifically stated in the RFP documents. Any comments that do not conform to the requirements of the RFP or on this form will be disregarded and will not be included in the resulting award.

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000.00		
1	1	Hourly	Supervising Technician – Regular Hourly Rate	$205	
2	1	Hourly	Supervising Technician – Overtime Hourly Rate	$307.50	
3	1	Hourly	Technician – Regular Hourly Rate	$195.00	
4	1	Hourly	Technician – Overtime Hourly Rate	$292.50	
5	1	Hourly	Laborer – Regular Hourly Rate	$100	
6	1	Hourly	Laborer – Overtime Hourly Rate	$150	
			Wage Rates for Projects Over $60,000.00		
7	1	Hourly	Supervising Technician – Regular Hourly Rate	$205	
8	1	Hourly	Supervising Technician – Overtime Hourly Rate	$307	
9	1	Hourly	Technician – Regular Hourly Rate	$195	

10	1	Hourly	Technician – Overtime Hourly Rate	$292.50	
11	1	Hourly	Laborer – Regular Hourly Rate	$100.00	
12	1	Hourly	Laborer – Overtime Hourly Rate	$150.00	
			Wage Rates for Emergency Response		*After Hours/Weekends
13	1	Hourly	Supervising Technician– Regular Hourly Rate	$307.50	
14	1	Hourly	Supervising Technician– Overtime Hourly Rate	$461.25	
15	1	Hourly	Technician– Regular Hourly Rate	$292.50	
16	1	Hourly	Technician – Overtime Hourly Rate	$438.75	
17	1	Hourly	Laborer – Regular Hourly Rate	$150.00	
18	1	Hourly	Laborer – Overtime Hourly Rate	$225.00	
			Other Rates		
19	1	Daily	Sanitary/toilet facilities, rental rates	$NA	
20	1	Rate/Mile	Travel Rate from the Contractors facility to the work site, pursuant to the New Mexico Per Diem and Mileage Act.	Per IRS Mileage	
21	1	Disc	Discount off parts	% NA	

Note: SKM updates their rate annually. These rates are based on our 2025 Billing Rates.

Additional expenses will be handled in the following manner:
Mileage: IRS per mile rate for vehicles not rented
Printing Costs: Pass through at cost for project documents
Sub-Consultants: Pass through at cost, no mark-up
Equipment Costs: Billed at cost plus 10% markup

From: DUTTON-LEYDA, TRAVIS K.
To: HEERBRANDT, PAUL F.
Cc: CHAVEZ, JESSICA J.; GUNTER, RAYMOND S.; Purchasing DET
Subject: RE: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD
Date: Monday, March 6, 2023 1:57:23 PM
Attachments: image001.png

Fred:

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, Information Technology as listed below.** 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.

- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Thank you.

Regards,

Travis Dutton-Leyda – CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov
santafenm.gov



From: GUNTER, RAYMOND S. <rsgunter@santafenm.gov>
Sent: Monday, March 6, 2023 8:20 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: CHAVEZ, JESSICA J. <jjchavez@santafenm.gov>
Subject: Determination Requested - Automation/Control Engineering, SCADA/Control System Integration, SCADA IT /PUD

The four (4) year contract shall have a maximum total value of $600,000.00, with $150,000.00 allocated for each fiscal year, excluding NMGRT, beginning in FY 2023/2024. This contract will be

utilized by the Public Utilities Department, with the following breakdown:
Amount Per Location

- Santa Fe Wastewater Treatment Facility: $80,000 Per Year
- Canyon Road Water Treatment Facility: $35,000 Per Year
- Transmission and Distribution Main Office: $35,000 Per Year

The Contractor shall perform the following work:

A. The contractor will provide professional Automation/Control Engineering, SCADA/Control System Integration, SCADA IT and Network Telemetry Support Services for the City of Santa Fe Public Utilities Department

1. The location of these services shall include but is not limited to:
   a. Santa Fe Wastewater Treatment Plant Facility and Remote Sites
   b. Canyon Road Water Treatment Plant and Remote Sites
   c. Transmission and Distribution Main Office and Remote Sites
2. The Contractor shall provide but not limited to following services as needed:
   a. Emergency and Non-Emergency SCADA and Field Support Services:

      i: Provide qualified and competent technical support within 2 hours for Emergency and 12 hours for Non-Emergency
   b. Automations and Controls Engineering Service:

      i: Provide Automation and Controls Engineering solutions to better optimize the efficiency of the water treatment facility automation and control,
      ii: Provide design review and recommendations for projects involving all aspects of automation development, system integration, telemetry etc.
   c. System Software Updates:

      i: Keep the city informed of all applicable software and firmware updates that would benefit or improve the SCADA system or other components.
   d. Software Programming:

      i: Plan, test, develop and deploy any new software or programming modifications, improvements, or additions to improve process control as needed.
   e. Telemetry Radio Network:

      i: Provide complete system support for existing radio telemetry.
   f. Computer Support:

      i: Provide network and IT support solutions for SCADA computer and associated components.
      ii: Keep the city informed on Cyber Security vulnerabilities and provide solutions necessary to maintaining the highest level of security.
   g. Preventative Maintenance Plan:

      i: Assist the city in the development of a 10-year preventative

maintenance plan to upgrade and/or replace critical SCADA assets.

h. Documentation:

i: Provide Documentation in AutoCAD and PDF format for any and all changes to automation and control process.

Raymond 'Scott' Gunter, CPO
Procurement Manager
Finance Department
Central Purchasing Office
City of Santa Fe
c. 505-469-8949
RSGunter@santafenm.gov



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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	5/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5000375	572970		$ 346,200	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 346,200	$ -

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

FY26 To increase 572970 for the on call SCADA Eng Serv Vendor :SKM

No PL# needed because on call

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(346,200)
TOTAL:	**(346,200)**

Linda MacAllister 5/21/2025
Prepared By *{print name}* Date

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 09/19/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2025

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 American Ins. & Investment 448 S 400 E Salt Lake City UT 84111	**CONTACT NAME:** Mason Allen **PHONE (A/C, No, Ext):** 801-364-3434 **FAX (A/C, No):** **E-MAIL ADDRESS:** mason.allen@american-ins.com
INSURED AQUAENG-01 SKM Engineering LLC 533 West 2600 South Ste 275, 25, & 175 Bountiful UT 84010	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Specialty Insurance Company — 37885 **INSURER B :** Hartford Accident & Ind Co. — 22357 **INSURER C :** Twin City Fire Insurance Co — 29459 **INSURER D :** Hartford Insurance Company of Illinois — 38288 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 149360791 **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			34SBAIJ6668	2/24/2025	2/24/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			34UECZT2028	2/24/2025	2/24/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			34SBAIJ6668	2/24/2025	2/24/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			34WEGBV3U14	8/11/2025	2/24/2026	[ ] 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
A	Professional Liability Retroactive Date 2/7/1994			DPR5024481	2/19/2025	2/19/2026	Each Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

City of Santa Fe, NM
200 Lincoln Ave
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

The Purchasing Memo

Date: **September 21, 2025**

To: Governing Body
Finance Committee
Public Utilities/ Public Works

From: Martin Valdez, ESD Fleet Manager MJV

Via: Jesse Roach, Interim Public Utilities Department Director JR
Debora Trujillo, Environmental Services Division Director DEBORA TRUJILLO

Subject: Purchase of Two Automated Side-Loading Collection Vehicles

Vendor Name: MHC Texas Kenworth

ITEM AND ISSUE:

Public Utilities Department respectfully requests your review and approval of the Purchase of Two Automated Side-Loading Collection Vehicles in the Total Amount of $851,054.20 excluding tax with MHC Texas Kenworth Via Texas Local Cooperative Buy Board Contract #723-23, a Texas Purchasing Cooperative, (Martin Valdez, ESD Fleet Manager, (505-955-2241 mjvaldez@santafenm.gov).

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase two (2) automated sideloading collection vehicles to replace 2 (2) existing side-load vehicles that are no longer financially viable to operate due to consistently high maintenance costs and have been scheduled for auction.

Environmental Services has previously purchased several collection vehicles from MHC Texas Kenworth and has found their products to be of high quality, durable, and cost effective, requiring significantly less maintenance than the vehicles being replaced. The acquisition of two (2) new MHC sideloading collection will not only remove high-maintenance units from the fleet but will also ensure more reliable service for both residential and commercial customers. This purchase aligns with the department's ongoing efforts to modernize its fleet, reduce operational costs and maintain a high level of service.

Upon acquisition of two (2) 2026 Kenworth L770 units, the following vehicles will be decommissioned and replaced.

- **Asset #54786** – 2016 AUTOCAR
- **Asset #54787** – 2016 AUTOCAR

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Residential Collections / 5100335

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andy Hopkins **Date:** 10/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The Procurement Method is NMSA 1978, Section 13-1-135, Coop Agreement #12574-SC06-244 Expires December 28, 2025.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 10/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS: _____

IT Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☒ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ **Yes |** ☐ **No**

Project Ledger Number: _____

Approval: Rebecca Lovato-Sanouvong **Title:** Accounting Manager **Date:** 10/10/2025

Comment/Exceptions: _____ _____

_____

ATTACHMENTS:
Vendor's Quote (2)
Vendor Contract Info Summary
The Local Government Cooperative (BuyBoard) Contract Award Letter
BuyBoard Contract #723-23
Fleet Maintenance Manager's Memo

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

TEXAS KENWORTH CO, LLC ("Dealer")
doing business as: MHC KENWORTH - DALLAS

PURCHASER
City of Santa Fe

ADDRESS
1142 Siler Rd

BUSINESS PHONE | **OTHER PHONE**
505-955-2241

CITY | **STATE** | **ZIP CODE** | **COUNTY** | **DATE**
Santa Fe | NM | 87507-3127 | SANTA FE | 08/25/2025

QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON
1	2026	KW	L770		EARL TUCKER

STOCK NUMBER | **COLOR** | **TO BE DELIVERED ON OR ABOUT** | **FINANCIAL SOURCE**
10/10/2025 | Cash

SERIAL NUMBERS

PRICE OF VEHICLE(s) INCLUDING FET $424,238.66

Buyboard Contract - 723-23

TRADE TERMS AGREEMENT APPLICABLE [X] YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT

YEAR | **MAKE** | **MODEL**

SERIAL NUMBER | **MILEAGE**

BALANCE OWED TO | **TRADE DIFFERENCE**

A DOCUMENTARY FEE IS NOT AN OFFICAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 (FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT). THIS NOTICE IS REQUIRED BY LAW.

SUBTOTAL	$424,238.66
BUSINESS TAX	
SALES TAX	
VIT TAX	$789.44
DOCUMENTATION FEE	$425.00
REGISTRATION FEES	$74.00
TOTAL DELIVERED PRICE	$425 527.10
LESS: TRADE-IN ALLOWANCE	
LESS: BALANCE OWED ON TRADE-IN	
TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$425,527.10

PURCHASER'S CERTIFICATION

Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:

1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.

2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.

3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.

READ ALL PAGES OF THIS ORDER

THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.

THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.

THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.

ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.

ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES
TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) : DATE ACCEPTED BY DEALER DATE

Quote #: 202501044
Quote Date: 8/25/2025
Quote Valid Until: 9/25/2025

9818 Green Road
Converse, TX 78109

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
Automizer Right Hand - 2023	Refuse	30 - 60 Days		$425527.10

Equipment Detail

Quantity	Equipment Description
1	33yd Automizer (27 6)
1	Hopper floor liner: 0.250 Hardox 450 steel
1	Larger clean out doors and foldable ladder
1	Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
1	Fire Extinguisher - 20 lbs
1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
1	4 Cameras with 9□ Monitor and DVR - hopper, tailgate, CS Alley and RH Arm Post
1	9" color DVR monitor - Envirolink
1	Protection on Cameras
1	Auxiliary arm controls in-cab: RH-side, (Mini-joystick style)
1	Packer control on joystick
1	Crusher Panel

Quantity	Equipment Description
1	Automatic pump shut off at 50 km/h- 32 mph
1	Spill Shield
1	Grabber counting device: counts number of carts dumped
1	Multifunction Lights Package:
1	Back up lights: Qty 2 additional on mid-body rubrails - LED type
1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type :
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2
1	Light: amber strobe 6" Whelen L10 in center of tailgate: in-cab switch - Qty 1

Additional Requests

Quantity	Description
1	Hydraulic Cooler
1	BeCool 9000RM Roof Mount Air Units
1	Kenworth L770 with MX-11 400hp, Allison 4500, FEPTO, 46k Rears Full Liner, 315 Tires, Alum Wheels, 80 Gal Fuel Tank
1	Two Color Stripes

NEW TRUCK ORDER

DALLAS, TX 75247
4040 IRVING BLVD
1-214-920-7300

TEXAS KENWORTH CO, LLC ("Dealer")
doing business as: MHC KENWORTH - DALLAS

PURCHASER	ADDRESS				
City of Santa Fe	1142 Siler Rd				
BUSINESS PHONE / **OTHER PHONE**	**CITY**	**STATE**	**ZIP CODE**	**COUNTY**	**DATE**
505-955-2241	Santa Fe	NM	87507-3127	SANTA FE	08/25/2025

QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON
1	2026	KW	L770		EARL TUCKER
STOCK NUMBER		**COLOR**		**TO BE DELIVERED ON OR ABOUT**	**FINANCIAL SOURCE**
				10/10/2025	Cash

SERIAL NUMBERS

PRICE OF VEHICLE(s) INCLUDING FET $424,238.66

Buyboard Contract - 723-23

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NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

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YEAR	MAKE	MODEL
SERIAL NUMBER		**MILEAGE**
BALANCE OWED TO		**TRADE DIFFERENCE**

SUBTOTAL	$424,238.66
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VIT TAX	$789.44
DOCUMENTATION FEE	$425.00
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TOTAL DELIVERED PRICE	$425 527.10
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TRADE-IN EQUITY	
LESS: CASH DEPOSIT SUBMITTED WITH ORDER	
CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)	
UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery	$425,527.10

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TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER) : DATE ACCEPTED BY DEALER DATE

(60-310904-504781) Customer Initials _____

Quote #: 202501044
Quote Date: 8/25/2025
Quote Valid Until: 9/25/2025

9818 Green Road
Converse, TX 78109

Prepared By: Jon Loftis
Phone:
E-Mail: jloftis@relianceequip.net

Quote For:
City of Santa Fe - NM
Martin Valdez

Equipment - Model	Type	Delivery	Freight	Quote Total Per Unit
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1	Central grease point for follower panel rollers
1	Hopper side wall liners: 4mm Hardox 450 steel
1	Central grease point for packer shoes and rails
1	Retainer teeth under breaker bar
1	Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
1	CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY, 74.5in x 23.5in
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1	PLAN B1 - Add 1 year on hydraulics PUMPS AND VALVES only for a total of 2 years (incl. hyd cooler)
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1	9" color DVR monitor - Envirolink
1	Protection on Cameras
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1	Packer control on joystick
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1	Spill Shield
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1	Multifunction Lights Package:
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1	Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
1	Work light kit: dual, in-cab single manual switch - LED type
1	Lights: amber, alternating, flashing 4" LED in front-of-body - Qty 2
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Quantity	Description
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1	BeCool 9000RM Roof Mount Air Units
1	Kenworth L770 with MX-11 400hp, Allison 4500, FEPTO, 46k Rears Full Liner, 315 Tires, Alum Wheels, 80 Gal Fuel Tank
1	Two Color Stripes

Menu

BuyBoard Vendor Contract Information Summary

Vendor	MHC Kenworth
Contact	Earl Tucker
Phone	214-920-7328
Email	earl.tucker@mhc.com
Vendor Website	www.mhc.com
TIN	75-1247093
Address Line 1	4040 Irving Blvd
Vendor City	Dallas
Vendor Zip	75247
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days.
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	723-23

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

October 9, 2023

Sent Via Email: earl.tucker@mhc.com

Earl Tucker
MHC Trucks (Texas Kenworth)
4040 Irving Blvd.
Dallas, TX 75247

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 723-23, Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard.** Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, feel free contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

MHC Kenworth
4040 Irving Blvd
Dallas, Texas. 75247

October 9, 2023

Sent Via Email: earl.tucker@mhc.com

Earl Tucker
MHC Trucks (Texas Kenworth)
4040 Irving Blvd.
Dallas, TX 75247

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 723-23, Medium and Heavy Duty Trucks, Parts, and Maintenance Repair Service

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of December 1, 2023, through November 30, 2024, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 723-23 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. Once the contract is active, the BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, feel free to contact me at 800-695-2919.

Sincerely,

Ava Benford, Cooperative Procurement Manager
Texas Association of School Boards, Inc.,
Procurement Administrator for the National Purchasing Cooperative

MHC Kenworth
4040 Irving Blvd
Dallas, Texas. 75247

v.02.01.2021

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service	**Proposal Due Date/Opening Date and Time** August 24, 2023, at 4:00 PM
Proposal Invitation Number 723-23	**Location of Proposal Opening** Texas Association of School Boards, Inc. BuyBoard Department 12007 Research Blvd. Austin, TX 78759
Contract Term December 1, 2023, through November 30, 2024, with two possible one-year renewals.	**Anticipated Cooperative Board Meeting Date** October 2023

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

MHC KENWORTH
Name of Proposing Company

7-25-2023
Date

4040 IRVING BLVD
Street Address

Signature of Authorized Company Official

DALLAS, TX. 75247
City, State, Zip

GALL TACKER
Printed Name of Authorized Company Official

214-920-7328
Telephone Number of Authorized Company Official

NEW TRUCK SALES
Position or Title of Authorized Company Official

214-920-7314
Fax Number of Authorized Company Official

75-1247093
Federal ID Number

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer ***must initial in the bottom right corner of each page*** **where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.**

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: 

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Initial: _____

RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☒ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes ☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas. If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☒ Yes ☐ No

Initial:

NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial

NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. *(Please check (√) all that apply)*

☐ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ☐ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: _____

Name of Certifying Agency: _____

☒ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

_____

_____

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial: _____

CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial:

DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Initial

VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. *DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.*

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial

CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

_____

(Attach additional sheets if needed.)

Initial

B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial:

EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For <u>each</u> of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☒ **YES**, I agree. ☐ **NO**, I do not agree. **Initial:**

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial

6. Right to Inventions Made Under a Contract or Agreement:

If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initial

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

UHC KENWORTH - DALLAS
Company Name

Signature of Authorized Company Official

CARL TUCKER
Printed Name

If this State Service Designation form applies to only one or some of the products and services proposed by Vendor, list the products and services to which this form applies here:

10. Procurement of Recovered Materials:

For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:

Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:

For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

☒ **YES**, I agree. ☐ **NO**, I do not agree.

Initials:

BuyBoard®
P.O. Box 400, Austin, Texas 78767
800.695.2919 • blds@buyboard.com • buyboard.com

COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

UHC KENWORTH
Company Name

Signature of Authorized Company Official

SALE Tucker
Printed Name and Title

1-25-2023
Date

PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company:

HHC KENWORTH

*(List the **legal** name of the company seeking to contract with the Cooperative. Do **NOT** list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ☐ Corporation ☒ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 25-1247093
*(Vendor must include a completed **IRS W-9** form with their Proposal)*

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

HHC KENWORTH

153

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model T880 -** Medium Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, PACCAR MX-13 Diesel Engine, complete with all manufacturer's standard equipment.

Unit Price: $115,819.00 Total: $115,819.00

Manufacturer: Kenworth

Manufacturer #: T880

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

154

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W900L** - Heavy Duty, Class 8, 33,001+ lb. GVWR, Conventional Cab, Extended Hood, Cummins X15 Engine, complete with all manufacturer's standard equipment.

Unit Price: $131,148.00 Total: $131,148.00

Manufacturer: Kenworth

Manufacturer #: W900

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

155

Section 28: Kenworth Vehicles

Base Model Price for **Kenworth Model W990 -** Heavy Duty, Conventional Cab, PACCAR MX-13 Engine, complete with all manufacturer's standard equipment.

Unit Price: $121,583.00 Total: $121,583.00

Manufacturer: Kenworth

Manufacturer #: W990

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s). PROPOSAL NOTE 3:** Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase. **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

156

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Options.** Manufacturer specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

157

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Third Party Options (not OEM) and Unpublished Options and Equipment.** Third Party (not OEM) specification sheets and upgrade options catalog/pricelist MUST be included, or proposal will not be considered.

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

158

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Original Equipment Manufacturer (OEM) Parts.**

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

159

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Extended Service Maintenance Agreements.**

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts

160

Section 29: Kenworth Model Vehicles OPTIONAL EQUIPMENT and PARTS

Discount (%) off all **Floor Plan Insurance and Lot Insurance** (dealer inventory vehicles and upfitting vehicles).

Total: 21%

Item Notes: **PROPOSAL NOTE 4:** Vehicle Optional Equipment will be selected by the Cooperative member at the time of quote/order. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Kenworth Parts & Labor

161	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Medium and Heavy-Duty Truck Installation and or Repair Service.	Quantity: 1	UOM: Hourly Labor Rate	Price:	$165.00	Total: $165.00
162	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** hourly labor rate for Paint and Body Repair.	Quantity: 1	UOM: Hourly Labor Rate	Price:	$90.00	Total: $90.00
163	**Section 30: Kenworth Model Vehicles Delivery Fees and Labor Rate for Installation and Repair Service** **Not to Exceed** per mile delivery fee for Medium and Heavy-Duty Trucks.	Quantity: 1	UOM: Per Mile Delivery Fee	Price:	$1.75	Total: $1.75

VALDEZ, MARTIN J.

From: JARAMILLO, DAVID M.
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J.
Subject: Fleet Approvals New Vehicle

T o whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above**, I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo
Fleet section manager
(505)4704682
(505)9552351

Signature: Martin J Valdez
Martin J Valdez (Sep 21, 2025 10:40:58 MDT)

Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Sep 21, 2025 14:03:30 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

PURCHASING MEMO FOR MHC FY26

Final Audit Report 2025-10-07

Created:	2025-09-21
By:	Martin J Valdez (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMyZpmtWiR3kSGeoVW4hhBJ-uCDo2UYom

"PURCHASING MEMO FOR MHC FY26" History

Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
2025-09-21 - 4:37:58 PM GMT- IP address: 63.232.20.2

Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2025-09-21 - 4:40:21 PM GMT

Signer MARTIN VALDEZ (mjvaldez@santafenm.gov) entered name at signing as Martin J Valdez
2025-09-21 - 4:40:56 PM GMT- IP address: 63.232.20.2

Document e-signed by Martin J Valdez (mjvaldez@santafenm.gov)
Signature Date: 2025-09-21 - 4:40:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
2025-09-21 - 4:40:59 PM GMT

Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
2025-09-21 - 8:02:43 PM GMT- IP address: 174.240.16.74

Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)
Signature Date: 2025-09-21 - 8:03:30 PM GMT - Time Source: server- IP address: 174.240.16.74

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-09-21 - 8:03:32 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-09-22 - 5:25:29 PM GMT- IP address: 104.47.64.254

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-10-05 - 6:30:09 PM GMT- IP address: 47.144.168.56

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-10-07 - 9:15:17 PM GMT- IP address: 104.47.65.254

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Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2025-10-07 - 9:15:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-07 - 9:15:47 PM GMT

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Adobe
Acrobat Sign

GB- 550-MHC Texas Kenworth

Final Audit Report 2025-10-10

Created:	2025-10-09
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5hFm8acnderwTAiomo9sciQpHxwbC-j3

"GB- 550-MHC Texas Kenworth" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-09 - 10:08:09 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-10-09 - 10:10:41 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-09 - 10:10:50 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-09 - 10:10:50 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 10:19:57 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-09 - 10:20:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
2025-10-09 - 10:20:46 PM GMT

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2025-10-09 - 10:20:55 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-09 - 10:21:00 PM GMT

Email viewed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
2025-10-10 - 2:23:39 PM GMT- IP address: 104.47.64.254

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-10-10 - 2:24:37 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2025-10-10 - 2:24:40 PM GMT

Email sent to governingbody@santafenm.gov bounced and could not be delivered

2025-10-10 - 2:24:51 PM GMT

Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered

2025-10-10 - 2:24:55 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

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Agreement completed.

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CITY OF SANTA FE

Date: September 30, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Oct 2, 2025 17:15:46 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Oct 7, 2025 16:03:14 MDT)
Maria Tucker, Community Services Director

Subject: Capital Appropriation Agreement Project 25-J3141 for Fogelson Library Complex

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ACTION:
Request for Approval of Capital Appropriation Grant Agreement with New Mexico Department of Finance and Administration for Project 25-J3141 Improvements to the Fogelson Library Complex in the Total Amount of $100,000 with a Reversion Date of June 30, 2029. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $99,000 to FY26 Revenue and Facilities WIP Design for Improvements to the Fogelson Library Complex.

BACKGROUND AND SUMMARY:
The City of Santa Fe has been awarded Capital Appropriation Project 25-J3141 in the amount of $100,000 "…to plan, design, construct, remodel, furnish, and equip the Fogelson Library Complex." The Fogelson Library project will be conducted in coordination with City Manager who is leading the Midtown Redevelopment Project.

Of the total appropriation, $1,000 is designated for Art in Public Places (AIPP). The remaining $99,000 is available for project budget allocation. All funds are expected to be expended prior to the June 30, 2029, reversion date.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the Agreement and therefore requires review by Governing Body.

ATTACHMENTS:
Grant Agreement NMDFA 25-J3141
PLID Form
BAR

FUNDING SOURCE:
New Mexico Department of Finance & Administration Capital Outlay Grant Agreement Capital Appropriation Project 25-J3141 - Fogelson Library Complex
Fund Name/Number: Facilities/320
Munis Org Name/Number: FacilityCIP/3209980
Munis Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPO)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Oct 2, 2025 17:15:46 MDT)

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: New Mexico Department of Finance & Administration
Approval: Erika Lujan Erika Lujan (Oct 9, 2025 14:24:33 MDT) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement Capital Appropriation Project 25-J3141

Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number CIP2632001
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: Erika Lujan Erika Lujan (Oct 9, 2025 14:24:33 MDT)

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 486, Paragarph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **25-J3141** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 48633, One Hundred Thousand Dollars and No Cents, $100,000.00, to plan, design, construct, remodel, furnish and equip the Fogelson library complex in Santa Fe in Santa Fe county;.

B. Grantee's total reimbursements shall not exceed $100,000.00 One Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $1,000.00 One Thousand Dollars and No Cents, which equals $99,000.00 Ninety Nine Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e)(i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

a. Termination due to completion of the Project before the Reversion Date;
b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
c. Termination for violation of the terms of this Agreement; or
d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
    iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
    iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
    v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
   a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
   b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

   a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
   b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
   c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
   d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
   e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
   f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
      i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
      ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
   g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
      i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

    a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
    b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
    c. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

    a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
    b. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

    a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

_____ _____

Signature Date

Chief Financial Officer, Mackie Romero:

_____ _____

Signature Date

Local Government Division Director, Cecilia Mavrommatis:

_____ _____

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Title)

(Print Name)

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

Date

Fiscal Officer or Chief Financial Officer:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Date

As To Legal Form And Sufficiency

Kevin L. Nault

Kevin L. Nault (Aug 19, 2025 17:02:05 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

Aug 19, 2025

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount *(if applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Emily K. Oster

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer Date

Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 9/12/2025

Project Title: Fogelson Library Complex

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: CIP2632001

Grant ID: S2612

Approved By: ERIKA LUJAN (Sep 16, 2025 09:57:33 MDT)

CMT (Finance Use Only) Sep 16, 2025

Department: Public Works Project Manager: Sam Burnett Ext: 5933

Project Date Range: 9/12/2025 to 6/30/2029 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDFA 25-J3141 % of Funding: 100

MUNIS ORG: 3209980 MUNIS OBJ: 490210 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ 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, Construction, 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 OBJs, optional)

Phase: Design MUNIS ORG: 3209980 MUNIS OBJ: 572960

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP 25-J3141 FOLGELSON LIBRARY Awarded Amount: 100,000.00

AR Charge Code: 3209980.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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 Grant Documentation

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/Facilities Division	9/12/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	3209980	572960	CIP2632001	99,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 25-J3141 - Fogelson Library	3209980	490210	CIP2632001	(99,000)	
				$ -	$ -

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

DFA grant award (25-J3141) for Fogelson Library Complex in the total amount of $100,000 (minus the 1%

$1,000 AIPP total appropriation $100,00,000. Expires 6/30/2029.

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

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

De Alva Calabaza — 9/12/2025
Prepared By *{print name}* — Date

JOHN BURNETT (Oct 2, 2025 17:15:46 MDT)
Business Operations Manager Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Oct 7, 2025 16:03:14 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Dat

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

GB Packet_Grant 25-J3141 Fogelson Library_ $100K_09 30 2025

Final Audit Report 2025-10-07

Created:	2025-09-30
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQZ2pvMKJ3MTn1XIBvvKaoImgVBJDTyli

"GB Packet_Grant 25-J3141 Fogelson Library_$100K_09 30 2025" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-09-30 - 10:18:08 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-09-30 - 10:23:45 PM GMT

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2025-10-02 - 11:15:20 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-10-02 - 11:15:46 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-02 - 11:15:48 PM GMT

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2025-10-02 - 11:58:00 PM GMT- IP address: 172.59.0.41

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2025-10-04 - 11:36:36 PM GMT- IP address: 172.59.0.19

Email viewed by Maria Tucker (metucker@santafenm.gov)
2025-10-07 - 6:29:40 PM GMT- IP address: 152.37.220.124

Document signing delegated to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) by Maria Tucker (metucker@santafenm.gov)
2025-10-07 - 6:30:56 PM GMT- IP address: 152.37.220.124

Powered by Adobe Acrobat Sign

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-10-07 - 6:30:56 PM GMT

Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-10-07 - 7:20:55 PM GMT- IP address: 104.47.65.254

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-10-07 - 7:21:19 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-10-07 - 7:21:19 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-10-07 - 10:02:17 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-10-07 - 10:03:12 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-10-07 - 10:03:14 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-10-07 - 10:03:14 PM GMT

Powered by
Adobe
Acrobat Sign

GB Packet_Grant 25-J3141 Fogelson Library_ $100K_09 30 2025 - GRANT sigs

Final Audit Report 2025-10-14

Created:	2025-10-09
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzKfQmOBOHUq7B9HD9D-WM3PpuzcNw8nm

"GB Packet_Grant 25-J3141 Fogelson Library_$100K_09 30 2025 - GRANT sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-10-09 - 5:32:12 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-10-09 - 5:40:46 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 8:02:05 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-09 - 8:02:36 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-10-09 - 8:02:39 PM GMT

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2025-10-09 - 8:13:26 PM GMT- IP address: 104.47.65.254

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-10-09 - 8:24:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-09 - 8:24:35 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-10-14 - 6:39:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-10-14 - 6:39:21 PM GMT

ASSIGNMENT AND ASSUMPTION OF LEASE

This **Assignment and Assumption of Lease** (this "Assignment") is made and entered into by and among Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Assignor"), Atlantic Aviation Santa Fe LLC, a New Mexico limited liability company ("Assignee"), and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the Lessor owns and operates the Santa Fe Municipal Airport ("Airport"), located in the City of Santa Fe, New Mexico; and

WHEREAS, Assignor is the lessee under that certain lease agreement known as the Santa Fe Municipal Airport Lease Agreement, entered into by and between Assignor and City on February 25, 2015;

WHEREAS, on July 2, 2015, the Assignor and City entered into Amendment No. 1 to the Lease;

WHEREAS, on June 12, 2017, the Assignor and City entered into Amendment No. 2 to the Lease;

WHEREAS, on December 13, 2017, the Assignor and City entered into Amendment No. 3 to the Lease;

WHEREAS, on March 28, 2018, the Assignor and City entered into Amendment No. 4 to the Lease;

WHEREAS, on November 10, 2022, the Assignor and City entered into Amendment No. 5 to the Lease (the Santa Fe Municipal Airport Lease Agreement, as amended by Amendments 1-5 are referred to herein as the "Lease");

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated October 10, 2025, Assignor desires to assign to Assignee all of its right, title, and interest in and to the Lease, as amended, and Assignee desires to assume the Lease;

WHEREAS, the Asset Purchase Agreement requires that Assignor deliver an assignment and assumption of lease duly executed by Assignor with respect to the Lease in form and substance satisfactory to Assignee;

WHEREAS, pursuant to Section 15 of the Lease, an assignment of the rights and obligations of the Lease requires the City's consent ("City Consent");

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease, effective as of the date of Closing or the City Consent hereof, whichever is later (the "Effective Date").

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations of the lessee under the Lease arising on or after the Effective Date.

3. City Consent. City, by executing this Assignment hereby consents to the assignment and assumption of the Lease described above, subject to the terms and conditions of the Lease. City accepts the Assignee as the Lessee under the Lease from and after the date hereof as to the Leased Premises. City acknowledges that no other consent is required under the Lease with respect to the Assignment. City notes that the Assignment is contingent upon the occurrence of the Closing under that certain Asset Purchase Agreement, dated October 10, 2025, and if the Closing under the Purchase Agreement does not occur, then the Assignment shall automatically be null and void and of no further force and effect, and Assignor shall responsible for all actions of the Lessee under the Lease.

4. Further Assurances. Each of the parties agrees to execute and deliver such further documents as may be necessary to carry out the intent of this Assignment.

5. Counterpart Execution. This Assignment may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: 6F4A48A6-E907-4FC0-A9C8-B5BA6E5B4F86

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption to be duly executed on its or his behalf as of the date above first written.

ASSIGNOR:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9E81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
0B499931F7FC490...
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

ASSIGNEE:

ATLANTIC AVIATION SANTA FE LLC

Signed by:

By: _____
6E3559E606D3468...
Name: Clive Lowe
Title: Executive VP, Chief Development Officer
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor

ATTEST:

_____
Andréa Salazar, City Clerk

APPROVED AS TO FORM:

Kevin L. Nault (Oct 17, 2025 10:23:27 MDT)
_____
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Assignment and Assumption SAF Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIZi-2OtgY8nkD_Ck5LwrHMgyt_dVrtKD

"Project Roadrunner - Assignment and Assumption SAF Lease (Signed)" History

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2025-10-17 - 4:16:34 PM GMT

Email viewed by klnault@santafenm.gov
2025-10-17 - 4:22:37 PM GMT- IP address: 174.218.24.183

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:23:25 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:23:27 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:23:27 PM GMT

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ASSIGNMENT AND ASSUMPTION OF NEW PARCEL LEASE

This **Assignment and Assumption of New Parcel Lease** (this "Assignment") is made and entered into by and among Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Assignor" or "Lessee"), Atlantic Aviation Santa Fe LLC, a New Mexico limited liability company ("Assignee"), and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport"), located in the City of Santa Fe, New Mexico; and

WHEREAS, Assignor is the Lessee under that certain Lease Agreement, entered into by and between Assignor and City on May 20, 2025 (the "New Parcel Lease");

WHEREAS, pursuant to the Asset Purchase Agreement between Assignor and Assignee, dated October 10, 2025, Assignor desires to assign to Assignee all of its right, title, and interest in and to the New Parcel Lease, as amended, and Assignee desires to assume the New Parcel Lease;

WHEREAS, as a condition of Closing of that certain Asset Purchase Agreement, Assignor shall deliver an assignment and assumption of lease duly executed by Assignor with respect to the New Parcel Lease;

WHEREAS, pursuant to Section 16 of the New Parcel Lease, an assignment of the rights and obligations of the New Parcel Lease requires the City's consent ("City Consent");

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the New Parcel Lease, effective as of the date of Closing or the City Consent hereof, whichever is later (the "Effective Date").

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all of the obligations of the lessee under the New Parcel Lease arising on or after the Effective Date.

3. City Consent. City, by executing this Assignment hereby consents to the assignment and assumption of the New Parcel Lease described above, subject to the terms and conditions of the Lease. City accepts the Assignee as the Lessee under the New Parcel Lease from and after the date hereof as to the Leased Premises. City acknowledges that no other consent is required under the New Parcel Lease with respect to the Assignment. City further notes that the Assignment is contingent upon the occurrence of the Closing under that certain Asset Purchase Agreement, dated October 10, 2025, and if the Closing under the Purchase Agreement does not occur, then the Assignment shall automatically be null and void and of no further force and effect, and Assignor shall responsible for all actions of the Lessee under the Lease.

4. Further Assurances. Each of the parties agrees to execute and deliver such further documents as may be necessary to carry out the intent of this Assignment.

5. Counterpart Execution. This Assignment may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: 6F4A48A6-E907-4FC0-A9C8-B5BA6E5B4F86

IN WITNESS WHEREOF, each of the parties has caused this Assignment and Assumption to be duly executed on its or his behalf as of the date above first written.

ASSIGNOR:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9E81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
0B499931F7EC490...
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

ASSIGNEE:

ATLANTIC AVIATION SANTA FE LLC

Signed by:

By: _____
6E3559E606D3468...
Name: Clive Lowe
Title: Executive VP, Chief Development Officer
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor

ATTEST:

_____
Andréa Salazar, City Clerk

APPROVED AS TO FORM:

Kevin L. Nault (Oct 17, 2025 10:22:05 MDT)
_____
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Assignment and Assumption SAF New Parcel Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACOroyQCBo4Jvg6VSwC2QGHFHJiKwK5LK

"Project Roadrunner - Assignment and Assumption SAF New Parcel Lease (Signed)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-10-17 - 4:13:49 PM GMT

Email viewed by Kevin Nault (klnault@santafenm.gov)
2025-10-17 - 4:19:44 PM GMT- IP address: 174.218.24.183

Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault
2025-10-17 - 4:22:03 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:22:05 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:22:05 PM GMT

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ESTOPPEL CERTIFICATE OF LEASE

This **Estoppel Certificate** is made by Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Lessee" or "Seller') and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport"), located in the City of Santa Fe, New Mexico;

WHEREAS, Lessee is the lessee under that certain Lease Agreement, dated February 25, 2015, and as amended by Amendments 1 through 5, (the "Lease"); and

WHEREAS, as a condition of Closing of that certain Asset Purchase Agreement between Seller and Atlantic Aviation Santa Fe LLC ("Buyer"), dated October 10, 2025, the Seller shall deliver an estoppel reflecting that there are no ongoing or threatened defaults or violations of the Lease.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. The Lease is in full force and effect and has not been amended, modified, or supplemented, except as noted herein.

2. There are no existing monetary or non-monetary defaults or violations of Airport rules by either party under the Lease, and no events have occurred that, with the passage of time or notice, would constitute a default or violation.

3. Lessee has no claims, offsets, or defenses against the enforcement of the Lease by City, and City has no claims, offsets, or defenses against the enforcement of the Lease by Lessee.

4. Lessee has not assigned, sublet, or otherwise transferred any interest in the Lease.

5. There are, with respect to the Lease, no security deposits or prepaid rent or liens, as of the date hereof.

6. This Certificate is delivered by Lessee pursuant to Section 1.05(c)(xi) of the Asset Purchase Agreement and may be relied upon by Buyer, its lenders, and any successors or assigns.

7. The execution of this Estoppel by the City does not amend or waive any of the City's rights under the Lease.

8. This Certificate may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: A34BF3D3-17E6-46EC-80BD-0B012047E11D

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date written below.

LESSEE / SELLER:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9E81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
0B499931F7FC490...
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor
Date: _____

ATTEST:

_____
Andréa Salazar, City Clerk

CITIY ATTORNEY'S OFFICE:

Kevin L. Nault (Oct 17, 2025 10:18:44 MDT)
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Estoppel SAF Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABn5jYWX_wLigjlYQfrFStvc_HiIdpDm6

"Project Roadrunner - Estoppel SAF Lease (Signed)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-10-17 - 4:15:49 PM GMT

Email viewed by klnault@santafenm.gov
2025-10-17 - 4:17:44 PM GMT- IP address: 174.218.24.183

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:18:42 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:18:44 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:18:44 PM GMT

ESTOPPEL CERTIFICATE OF NEW PARCEL LEASE

This **Estoppel Certificate** is made by Jet Center at Santa Fe Real Estate, LLC, a New Mexico limited liability company ("Lessee" or "Seller') and The City of Santa Fe, New Mexico, a municipal and political subdivision of the State of New Mexico, ("City" or "Lessor").

RECITALS

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("Airport"), located in the City of Santa Fe, New Mexico;

WHEREAS, Lessee is the lessee under that certain Lease Agreement, entered into by and between Assignor and City on May 20, 2025 (the "New Parcel Lease"); and

WHEREAS, as a condition of Closing of that certain Asset Purchase Agreement between Seller and Atlantic Aviation Santa Fe LLC ("Buyer"), dated October 10, 2025, the Seller shall deliver an estoppel reflecting that there are no ongoing or threatened defaults or violations of the New Parcel Lease.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants, representations and warranties hereafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. The New Parcel Lease is in full force and effect and has not been amended, modified, or supplemented, except as noted herein.

2. There are no existing monetary or non-monetary defaults or violations of Airport rules by either party under the New Parcel Lease, and no events have occurred that, with the passage of time or notice, would constitute a default or violation.

3. Lessee has no claims, offsets, or defenses against the enforcement of the New Parcel Lease by City, and City has no claims, offsets, or defenses against the enforcement of the New Parcel Lease by Lessee.

4. Lessee has not assigned, sublet, or otherwise transferred any interest in the New Parcel Lease.

5. There are, with respect to the New Parcel Lease, no security deposits or prepaid rent or liens, as of the date hereof.

6. This Certificate is delivered by Lessee pursuant to Section 1.05(c)(xi) of the Asset Purchase Agreement and may be relied upon by Buyer, its lenders, and any successors or assigns.

7. The execution of this Estoppel by the City does not amend or waive any of the City's rights under the New Parcel Lease.

8. This Certificate may be executed by the parties hereto in multiple originals and in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico as applied to contracts between New Mexico residents made and to be performed entirely within the State of New Mexico.

[Signature page follows]

Docusign Envelope ID: A34BF3D3-17E6-46EC-80BD-0B012047E11D

IN WITNESS WHEREOF, the undersigned have executed this Certificate as of the date written below.

LESSEE / SELLER:

JET CENTER AT SANTA FE REAL ESTATE, LLC

DocuSigned by:

By: _____
FA9F81B326104B1...
Name: Troy Padilla
Title: General Manager and Partner
Date: October 16, 2025

DocuSigned by:

By: _____
John Marchman
Name: John Marchman
Title: Managing Member
Date: October 16, 2025

CITY OF SANTA FE:

By: _____
Alan Webber, Mayor
Date: _____

ATTEST:

_____
Andréa Salazar, City Clerk

CITIY ATTORNEY'S OFFICE:

Kevin L. Nault (Oct 17, 2025 10:17:26 MDT)
_____
Kevin Nault, Assistant City Attorney

APPROVED FOR FINANCES:

_____
Emily Oster, Finance Director

Project Roadrunner - Estoppel SAF New Parcel Lease (Signed)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6_atwb1XBFTKeJgP1usT6os8xyl86c9z

"Project Roadrunner - Estoppel SAF New Parcel Lease (Signed) " History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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2025-10-17 - 4:15:01 PM GMT

Email viewed by klnault@santafenm.gov
2025-10-17 - 4:16:24 PM GMT- IP address: 174.218.24.183

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-10-17 - 4:17:24 PM GMT- IP address: 174.218.24.183

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-10-17 - 4:17:26 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:17:26 PM GMT

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CONSENT TO ASSIGNMENT, TRANSFER, AND ESTOPPEL

THIS CONSENT AND ESTOPPEL is made this____ of October, 2025 by the City of Santa Fe, New Mexico, a municipal corporation, principally situated in Santa Fe County (the "Landlord" or the "City"), for the benefit of Jet Center Santa Fe Operations, LLC, (Jet Center or Tenant).

RECITALS

WHEREAS, Landlord previously granted Jet Center ("Tenant"), the leasehold interests listed as items (1) and (2) on Exhibit A attached hereto (the "Jet Center Leases"), collectively the "Ground Leases", to make use of certain facilities and the premises leased pursuant thereto (the "Leased Premises"), at the City's Municipal Airport (the "Airport") pursuant to such Ground Leases; and

WHEREAS, the City has been advised that its consent to assignment and transfer of the Ground Leases is sought by Jet Center and is required as a condition of the Asset Purchase Agreement between it and Atlantic Aviation Santa Fe, Inc., a Delaware Corporation;

LANDLORD'S CONSENT TO ASSIGNMENT, TRANSFER, AND ESTOPPEL

NOW, THEREFORE, Landlord certifies, acknowledges, and represents as follows:

1. Exhibit A attached hereto sets forth a true, complete and accurate list of the Ground Leases and all amendments thereto executed by Landlord. There are no modifications to the Ground Leases, except as set forth therein.

2. Other than the Ground Leases, there are no agreements, arrangements or understandings between Landlord and Tenant, or to which Landlord or Tenant is bound, relating to the Ground Leases or to the Leased Premises.

3. The City is the Landlord, and Tenant is the Lessee, under the Ground Leases.

4. Landlord is the sole owner of the Leased Premises. Tenant is lawfully in possession of the Leased Premises.

5. The Ground Leases are in full force and effect, in accordance with their terms.

6. Landlord has not transferred or assigned any of its interest in the Ground Leases to any other person, entity or governmental agency or authority.

7. The rent and all other charges due and payable under the Ground Leases are current as of the date of Lessor's Consent to the Assignment.

8. To the best of Landlord's knowledge, no Event of Default exists under the Ground Leases, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute an Event of Default under the Ground Leases.

9. In the Ground Leases, Landlord consented to encumbrance of Tenant's interest in the Ground Leases and the Leased Premises to finance construction authorized under the Ground Leases. Landlord is unaware of any default or claim of default has been made is made on account of any such encumbrance.

10. The consent to the assignment of the Ground Leases is required of Landlord in connection with the transfer or assignment of the Ground Leases as contemplated in the Asset Purchase Agreement between the parties thereto. Landlord's consent shall not be unreasonably withheld.

11. Landlord, as evidenced by the signature of the duly authorized representative of the City of Santa Fe, hereby CONSENTS TO THE ASSIGNMENT AND TRANSFER of the Ground Leases described on Exhibit A, and of all Jet Center's interests therein as requested.

IN WITNESS WHEREOF, the undersigned has made and executed this Consent to Assignment and Transfer and Estoppel on the date first above written.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

ATTEST:

_____,
SANTA FE CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Kevin L. Nault (Oct 17, 2025 10:24:29 MDT)
ASSISTANT CITY ATTORNEY

EXHIBIT A

Ground Leases

1. Lease Agreement, dated April 16, 2015, by and between The City of Santa Fe, New Mexico, as landlord, and Jet Center At Santa Fe Real Estate, LLC, as tenant, as amended by that certain Amendment No. 1 dated July 2, 2015, Amendment No. 2 dated June 12, 2017, Amendment No. 3 dated December 13, 2017, Amendment No. 4 dated March 28, 2018, and Amendment No. 5 dated November 10, 2022 for the property located at 109 Aviation Drive, Santa Fe, NM (together, the "FBO Lease").

2. Lease Agreement, dated May 20, 2025, by and between the City of Santa Fe, as landlord, and Jet Center Santa Fe Real Estate, LLC, as tenant, for 1.57 acres of property located at the Santa Fe Regional Airport (the "1.57 Acre Lease").

Jet Center Santa Fe Landlord Consent and Estoppel (Execution Version)

Final Audit Report 2025-10-17

Created:	2025-10-17
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVuaQoZhwSykRC-PYhEE7dVr8SBu-_GTa

"Jet Center Santa Fe Landlord Consent and Estoppel (Execution Version)" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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Signature Date: 2025-10-17 - 4:24:29 PM GMT - Time Source: server- IP address: 174.218.24.183

Agreement completed.
2025-10-17 - 4:24:29 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: October 9, 2025

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

Via: Eric Candelaria, ITT Department Director EC

From: Joshua Chandler, Contract Administrator

Subject: Tyler Munis and Tyler EPL (EnerGov) Software Subscription

Vendor Name: Tyler Technologies Inc

Munis Vendor Number: 6177

ITEM AND ISSUE:

Request for Approval of Amendment #2 to Software as a Service Agreement Item# 17-0381 To Increase the Compensation by to $1,144,148.00 for a New Total Amount of $9,431,664.12 and to Extend the Termination Date to August 31, 2026. (Eric Candelaria, ITT Department Director, edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY20 Munis contract number is 3200442.

BACKGROUND AND SUMMARY:

The City of Santa Fe currently utilizes Tyler Munis as its Enterprise Resource Planning (ERP) solution, which encompasses comprehensive core financial management, procurement, human resources, payroll, and revenue administration capabilities. Additionally, the City operates Tyler EPL (formerly EnerGov) as its Enterprise Permitting & Licensing software platform, providing integrated planning, permitting, inspections, code enforcement, and regulatory compliance functionality.

Since implementation in 2017, both Tyler Munis and Tyler EPL systems have significantly enhanced the City's technological infrastructure, standardized business processes according to industry best practices, increased operational efficiencies, improved data accessibility, and elevated constituent service delivery standards. Extending the existing Tyler Technologies agreement for both Tyler Munis and Tyler EPL platforms will ensure seamless operational continuity and maintain uninterrupted access to these mission-critical systems essential for core business functions. This contract extension will mitigate potential service disruptions to essential business processes while preventing costly operational downtime and associated productivity losses.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ERP/ 325

Munis Org Name/Number: ITT Enterprise Resource Planning/3253950

Munis Object Name/Number: Other Consulting/510310

Budget Officer / Designee: Andy Hopkins **Date:** 10/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #16/22/P and RFP #16/42/P

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 10/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: Eric Candelaria (Oct 9, 2025 11:49:36 MDT) **Title:** ITT Department Director **Date:** 10/09/2025

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** **Date:**

ATTACHMENTS:

Tyler Technologies, Inc Amendment 2 to Software as a Service Agreement Item#17-0381

Tyler Technologies, Inc Amendment 1 to Software as a Service Agreement Item #17-0381

Software as a Service Agreement Item #17-0381

Retroactive term approval Memo

Certificate of Insurance

W9

Outlook Email PDF RE: Tyler ERP Renewal & Next Step

SPD Policy Memo #FY13-003

AMENDMENT 2

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, New Mexico, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and Client agree as follows.

1. SaaS Term.
   Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current Saas Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to ten (10) years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the Saas Services will terminate at the end of this Agreement.

   The term of the Agreement is hereby renewed for a term equal to the number of years indicated on the Sales Quotation attached hereto as Exhibit 1 and commencing on the day following the Expiration Date (for the purposes of this Amendment, the "Renewal Term"). After the completion of the Renewal Term, the Agreement will renew automatically for a one (1) year term at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than sixty (60) days prior to the commencement of the renewal term.

2. SaaS Fees. SaaS Fees, as detailed in the attached Sales Quotation, are invoiced quarterly in advance, beginning on the commencement date of the Renewal Term.

3. Users Limits. The SaaS fees may be based on user limits indicated in the attached Sales Quotation and the Agreement, with the Sales Quotation controlling in the event of conflict. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

4. The items set forth in the Amendment Investment Summary attached as Exhibit 2 to this Amendment are hereby added to the Agreement as of the first day of the first quarter following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 2, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:

a. As of the first day of the first quarter following the Amendment Effective Date, the annual SaaS fees payable under the Agreement shall be increased by $25,000, with a quarterly payment increase of $6,250. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.

b. Unless otherwise provided herein, services identified at Exhibit 2 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.	City of Santa Fe, New Mexico
By: Erik Graney	By: Eric Candelaria Eric Candelaria (Oct 9, 2025 11:49:36 MDT)
Name: Erik Graney	Name: Eric Candelaria
Title: Senior Corporate Attorney	Title: ITT Department Director
Date: 10/08/2025	Date: 10/09/2025

Exhibit 1
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jeremy Shaw
Quote Expiration:	12/17/25
Quote Name:	City of Santa Fe - ERP - Renewal
Quote Description:	2025-2026 Renewal
Saas Term	1.00

Sales Quotation For:
City of Santa Fe
DAVID C. TAPIA, ITT
SANTA FE NM 87504-0909

Shipping Address:
City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	$ 119,242.00
Capital Assets	1	0	$ 30,013.00
Cash Management	1	0	$ 23,562.00
Contract Management	1	0	$ 15,088.00
eProcurement	1	0	$ 22,092.00
Inventory	1	0	$ 29,996.00
Project & Grant Accounting	1	0	$ 20,688.00
Purchasing	1	0	$ 55,846.00
Standard Fuel Interface - SeeComments	1	0	$ 3,883.00
Work Orders, Fleet & Facilities Management	1	0	$ 39,117.00
Human Resources Management			
Employee Expense Reimbursement	1	0	$ 12,318.00
Human Resources & Talent Management	1	0	$ 16,372.00
Payroll w/ESS	1	0	$ 31,713.00
Recruiting	1	0	$ 5,947.00

Risk Management	1	0	$ 21,291.00
Enterprise Permitting & Licensing Extensions			
EPL 3rd Party IVR API Connector	1	0	$ 4,338.00
Revenue Management			
Accounts Receivable	1	0	$ 26,474.00
Cashiering	1	0	$ 38,206.00
Citizen Self Service	1	0	$ 25,556.00
General Billing	1	0	$ 13,325.00
Civic Services			
Business Management Suite	10	0	$ 23,470.00
Civic Access - Business Management	1	0	$ 8,681.00
Civic Access - Community Development	1	0	$ 17,362.00
Community Development Suite	80	0	$ 177,840.00
e-Reviews	1	0	$ 17,362.00
Enterprise Permitting & Licensing Advanced Automation Bundle	1	0	$ 10,067.00
Enterprise Permitting & Licensing Mobile	61	0	$ 39,589.00
EPL Business Management SDK	1	0	$ 10,070.00
EPL Community Development SDK	1	0	$ 3,759.00
EPL Hosted Report Management	1	0	$ 4,221.00
Tyler Content Manager Standard Edition	1	0	$ 10,878.00
Content Management			
Content Manager Core Access	1	0	$ 4,816.00
Content Manager Core includes Onboarding	1	0	$ 38,160.00
Data Insights			
Enterprise Analytics and Reporting	1	0	$ 67,938.00
Additional			
BMI Asset Track Interface	1	0	$ 3,883.00
BMI CollectIT Interface	1	0	$ 3,883.00
Forms Processing Doc Origin Software	1	0	$ 12,723.00
GIS Site License	1	0	$ 21,991.00

Integrations			
Accounts Receivable API Toolkit	1	0	$ 7,487.00
General Ledger API Toolkit	1	0	$ 9,113.00
Subscription Fees			
Additional SaaS Environment	1	0	$ 11,576.00
TOTAL		**0**	**$ 1,059,936.00**

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Civic Services			
Enterprise Permitting & Licensing Assist Advanced	1	0	$ 55,612.00
TOTAL:		**0**	**$ 55,612.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 1,059,936.00
Total Tyler Services	$ 0.00	$ 55,612.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 1,115,548.00**
Contract Total	**$ 1,115,548.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held

For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

Exhibit 2
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - Vendor Access Migration
Quote Description:	Migration from VSS to Vendor Access

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	16	$ 22,092.00
Sub-Total:			$ 22,092.00
Less Discount:			$ 22,092.00
TOTAL		**16**	**$ 0.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	16	$ 225.00	$ 0.00	$ 3,600.00	$ 0.00
TOTAL				**$ 3,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 3,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 3,600.00**	**$ 0.00**
Contract Total	**$ 3,600.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net

Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	$ 22,092.00	$ 22,092.00	$ 0.00
TOTAL	**$ 22,092.00**	**$ 22,092.00**	**$ 0.00**

Comments

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    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

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Your rights, and the rights of any of your end users, to use Tyler’s Access applications are subject to the Terms of Services, available at https://www.tylertech.com/terms/tyler-access-applications-migration-terms. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

eProcurement (Vendor Access and Punch Out) will replace eProcurement (Vendor Self-Service) on next renewal.

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - User Monitoring & Response

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Shipping Address:

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
User Monitoring and Response	1	0	$ 25,000.00
TOTAL:		**0**	**$ 25,000.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00

Total Tyler Services	$ 0.00	$ 25,000.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 25,000.00**
Contract Total	**$ 25,000.00**	

Client's purchase of the items listed above is subject to the Comments below
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For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

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- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR



Exhibit 1 Investment Summary

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Quote Expiration:	12/17/25
Quote Name:	City of Santa Fe - ERP - Renewal
Quote Description:	2025-2026 Renewal
Saas Term	1.00

Sales Quotation For:

City of Santa Fe
DAVID C. TAPIA, ITT
SANTA FE NM 87504-0909

Shipping Address:

City of Santa Fe
2511 Camino Entrada
Santa Fe NM 87507-4808

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
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Accounting	1	0	$ 119,242.00
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Cash Management	1	0	$ 23,562.00
Contract Management	1	0	$ 15,088.00
eProcurement	1	0	$ 22,092.00
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- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any

Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler. Implementation Hours are

scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt. Personnel Actions

Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.



Exhibit 2 Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - Vendor Access Migration
Quote Description:	Migration from VSS to Vendor Access

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada Santa
Fe NM 87507-4808

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	1	16	$ 22,092.00
Sub-Total:			$ 22,092.00
Less Discount:			$ 22,092.00
TOTAL		**16**	**$ 0.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote Implementation	16	$ 225.00	$ 0.00	$ 3,600.00	$ 0.00
TOTAL				**$ 3,600.00**	**$ 0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 3,600.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 3,600.00**	**$ 0.00**
Contract Total	**$ 3,600.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Tyler Annual Discount Detail (Excludes Optional Products)

Descriptio	Annual	Annual Fee	Annual Fee

Financial Management			
eProcurement (Vendor Access and Punch-Out) Migration	$ 22,092.00	$ 22,092.00	$ 0.00
TOTAL	***$ 22,092.00***	***$ 22,092.00***	***$ 0.00***

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
    - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
    - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
    - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
    - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
    - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler. Implementation Hours are

scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your rights, and the rights of any of your end users, to use Tyler's Access applications are subject to the Terms of Services, available at https://www.tylertech.com/terms/tyler-access-applications-migration-terms. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

eProcurement (Vendor Access and Punch Out) will replace eProcurement (Vendor Self-Service) on next renewal.

Quoted By:	Jeremy Shaw
Quote Expiration:	11/19/25
Quote Name:	City of Santa Fe - ERP - User Monitoring & Response

Sales Quotation For:

City of Santa Fe
2511 Camino Entrada Santa
Fe NM 87507-4808

Shipping Address:

Tyler Annual Services

Description	QTY	Imp. Hours	Annual Fee
Recurring Services			
User Monitoring and Response	1	0	$ 25,000.00
TOTAL:		**0**	**$ 25,000.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 0.00	$ 25,000.00

Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 0.00**	**$ 25,000.00**
Contract Total	**$ 25,000.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
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- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

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  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
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- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

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In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Cybersecurity services are governed by the terms found here: Cybersecurity Services Terms of Service (tylertech.com). Your signature on this order or your receipt or use of Tyler Cybersecurity services indicates that you have read, understand, and agree to be bound by such terms. Additionally, your signature on this order indicates that you are authorized to bind the entity listed on this order to such terms.

For the avoidance of doubt, User Monitoring & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for User Monitoring & Response commence on the availability of the service. User Monitoring & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the User Monitoring & Response service upon renewal.

Santa Fe NM Amend 100825

Final Audit Report 2025-10-08

Created:	2025-10-08
By:	Tracey Stegemann (tracey.stegemann@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeESVv_bAEVvKQ7xRNorqOfvN700Ex4Re

"Santa Fe NM Amend 100825" History

Document created by Tracey Stegemann (tracey.stegemann@tylertech.com)
2025-10-08 - 7:17:03 PM GMT

Document emailed to Erik Graney (erik.graney@tylertech.com) for signature
2025-10-08 - 7:18:04 PM GMT

Email viewed by Erik Graney (erik.graney@tylertech.com)
2025-10-08 - 8:29:15 PM GMT

Document e-signed by Erik Graney (erik.graney@tylertech.com)
Signature Date: 2025-10-08 - 8:38:52 PM GMT - Time Source: server

Agreement completed.
2025-10-08 - 8:38:52 PM GMT

ITEM # 17-0751

tyler technologies

AMENDMENT

This amendment ("Amendment") is made this 14th day of July, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following payment milestone for EnerGov services, set forth in Exhibit B Section 2.3 of the Agreement, is hereby revised as follows in order to correct a calculation error:

Deliverable	Description	Current Amount	NEW Amount
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	$29,900	$25,400

2. Twenty-five (25) EnerGov service hours, totaling $4,375 (at a rate of $175 per hour), are hereby added to the Agreement. Such hours shall be used at Client's direction. Tyler will invoice Client for the service hours added herein, plus expenses, as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: See attached

Name:

Title:

Date:

Santa Fe, NM

By: Renee Martinez for BKS

Name: Brian K. Snyder

Title: City Manager

Date: 7/5/17

AMENDMENT

This amendment ("Amendment") is made this 10th day of July, 2017 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Santa Fe, with offices at 2511 Camino Entrada, Santa Fe, New Mexico 87507 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated May 11, 2017 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following payment milestone for EnerGov services, set forth in Exhibit B Section 2.3 of the Agreement, is hereby revised as follows in order to correct a calculation error:

Deliverable	Description	Current Amount	NEW Amount
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	$29,900	$25,400

2. Twenty-five (25) EnerGov service hours, totaling $4,375 (at a rate of $175 per hour), are hereby added to the Agreement. Such hours shall be used at Client's direction. Tyler will invoice Client for the service hours added herein, plus expenses, as provided and/or incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

By: _____

Name: Rob Kennedy-Jensen

Title: Senior Corporate Attorney

Date: 7/10/17

Santa Fe, NM

By: _____ for BKS

Name: Brian K. Snyder

Title: City Manager

Date: 7/5/17

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to form:

6/30

Kelley A. Brennan, City Attorney

Approved:

7.6.17

Adam K. Johnson, Finance Director

ITEM # 17-0381



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement, including the Exhibits attached thereto.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Santa Fe, New Mexico.
- **"Data"** means your data necessary to utilize the Tyler Software, including Client developed business rules provided to Tyler by the Client to the exent such rules are necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity, if any, for your Data identified in the Investment Summary.
- **"Days"** means calendar days unless specifically identified otherwise in the Agreement or Statement of Work.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, including in our proposal response to Attachment B from the City RFP, or their functional equivalent. In the event of a conflict between the functional descriptions in our Proposal and the functional descriptions in our then-current Documentation, the descriptions in our Proposal will control; however, and notwithstanding the foregoing, future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services for the Munis Tyler Software. The Defined Concurrent Users for the Agreement are one hundred (100) as set forth in the Munis Investment Summary.
- **"Defined Named Users"** means the number of named users that are authorized to use the SaaS Services for the "Energov" labeled modules. The Defined Named Users for Energov labeled modules under this Agreement are set forth in the Energov Investment Summary.
- **"Defined Users"** means the Defined Concurrent Users and Defined Named Users authorized to use the SaaS Services as set forth in the Investment Summaries.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.

- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Internal Business Processes"** means those non-commercial administrative and operational functions you perform in the ordinary course of your business, as described in your Request for Proposal ("RFP").
- **"Investment Summary"** or **"Investment Summaries"** means the agreed upon cost proposal for the products and services set forth in this Agreement. The Investment Summary for the Munis products and services is attached as Schedule 1 to Exhibit A. The Investment Summary for the Energov products and services is attached as Schedule 2 to Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of a user's desktop operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Munis and Energov Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work for Munis is attached as Schedule 1 to Exhibit E. The Statement of Work for Energov is attached as Schedule 2 to Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as exhibits to this Agreement.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your Internal Business Processes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8). To the extent you license MyGovPay/Virtual Pay, additional terms and conditions related to those applications are set forth at Schedule 2 to Exhibit D.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). The foregoing notwithstanding, prior to charging any additional fees for the first instance that you exceed the number of Defined Users and/or amount of Data Storage Capacity, Tyler will work with you on a best practices plan. If the Defined Users or Data Storage Capacity continues to be meaningfully exceeded after such best practices plan, Tyler will work with you to make plans for future use, provide an estimate of fees for increases to the number of Defined Users and/or amount of Data Storage, and receive written approval from you to proceed with such increase(s). If you elect not to increase the number of Defined Users or the amount of Data Storage Capacity, you agree that Tyler shall have the right to charge you additional fees for overage(s) as set forth in this paragraph in the event that you once again exceed the limits set forth in this Agreement.

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. Any and all data stored on our servers or within our custody, in order to execute this Agreement, is the sole property of the Client. We, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Client's data in any manner, or provide to any entity or person outside of the Client without the express written authorization of the Client.

   3.4 To the extent applicable, we will reproduce and include Client's copyright and other proprietary notices and product identifications.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify (defined to include any actions taken by the City to alter the SaaS services), make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building

or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement, including any renewal terms. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. We have attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

   6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

   6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

   6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide written notice of any compromise of the Tyler software and/or your data in accordance with applicable federal and state law. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. To the extent there are costs associated with any requested additional security audit, prior to conducting such audit, we will provide you with a cost estimate and receive your written

approval to proceed. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned data. At your written request, we will provide test results to you within a commercially reasonable timeframe, not to exceed two (2) weeks time, after receipt of the request.

6.8 We provide secure data transmission paths from each of your workstations to our servers.

6.9 For at least the past ten (10) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in accordance with the milestones set forth in the Invoicing and Payment Policy, which are based on the amounts set forth in the Investment Summary. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our judgment and expertise. The parties agree that the services included in the Investment Summary are reasonably sufficient to deliver the scope of work as mutually agreed and indicated in and through this Agreement as of the Effective Date, provided each party timely meets its obligations under the Agreement. Tyler has provided not to exceed amounts for implementation costs; notwithstanding the foregoing, we will bill you the actual fees incurred based on the in-scope service provided to you. In the event that the services set forth in this Agreement are not reasonably sufficient to deliver the scope of work, at no fault of the Client, we will complete the scope of work at no additional cost to the Client.

3. Additional Services. If additional work is required beyond the scope of work, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our

personnel, including arranging travel reservations, at least one (1) week in advance of commitments. Therefore, if you cancel services less than one (1) week in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within one (1) week of scheduled commitments. You will not be responsible for fees related to cancellations initiated by us.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards, and sufficient to complete the services in the Statement of Work. The personnel we assign shall have the necessary skills, experience and knowledge to perform their assigned duties. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission). You will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure of our personnel to perform according to the mutually agreeable project schedule.

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

8.6 Updates to Tyler software will only be applied upon your request and on a schedule mutually agreed upon by the parties, subject to Tyler's then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option and upon your request, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Schedule. The Statements of Work contain estimated target Go-Live dates; both parties agree to cooperate and use reasonable efforts to meet such dates. The parties agree and understand that the Statements of Work, including the target Go-Live dates, may be modified, as necessary, by mutual agreement and in accordance with the processes set forth in the Statement of Work.

10. Personnel Assignments and Changes. After the Effective Date, and in coordination with the Project kick-off activities identified in the Statement of Work, we will make project staffing assignments. Upon request, we will provide you with project resumes, demonstrating relevant past project experience, for our personnel that are allocated for potential onsite services on your project. You agree that those resumes are for your information and planning purposes only. Once our project team is assembled and your counterparts have been identified, both parties agree that, except for reasons outside of their control, they will not remove that staff and personnel from their assigned project roles without reasonable advance notice and good cause, and that they will work together to mitigate project impacts after any such removal. The parties will also work together to manage the project impact resulting from the temporary unavailability of project staff from either party. In the event our personnel is/are not providing services consistent with our services warranty, you will notify us of that deficiency and give us a reasonable opportunity to correct it. In the event the deficiency persists, we will replace that personnel, upon written request and demonstration of good cause. Replacement staff will be assigned following the same processes set forth above and shall have, at minimum, the reasonably equivalent experience as the person being replaced. We agree to use commercially reasonable efforts to maintain consistency of project personnel and commit to replacement resources having sufficient project knowledge, without additional cost to you, prior to rendering services, in accordance with contractual requirements.

11. Subject of Proceedings. Tyler warrants that neither Tyler nor any officer, stockholder, director or employee of Tyler, is presently subject to any litigation or administrative proceeding before any court or administrative body which would prevent us from meeting our obligations under this Agreement; nor, to the best of our knowledge, is any such litigation or proceeding presently threatened against us or any of our officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, we shall disclose such fact to the Client within a reasonable time.

12. API Support. To the extent you have purchased an API from us, the following terms apply. Our APIs are based on standard RESTful web services. Likewise, the associated documentation is in standardized RESTful API documentation format and includes API endpoint information and uses commonly-accepted markdown templates. If you have purchased any APIs, we will provide you with all related then-current documentation and, upon reasonable request, agree to verify that those web service based APIs are functioning consistent with then-current documentation. If they are not so functioning, we will identify the root cause and, if we are the source of the root cause, we will resolve it for no additional fee beyond your then-current maintenance and support fees. If we are not the root cause, or if other support is requested by a third party on your behalf, then we will notify you of such request, provide you with an opportunity to approve or deny Tyler's acceptance of that support call and any related services, and/or quote to you the hours we expect our response to the support call to require at our then-current support services rates, as applicable. We will provide any requested and approved support on that time and materials basis. We are under no obligation to accept support calls from third parties on your behalf.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in

the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software, service or third party hardware does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. Tyler will continue to provide services while an invoice is in dispute and action items are being addressed. The foregoing notwithstanding, we reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so. If you have completed the action plan items agreed to be done by you and we do not complete the action items we have agreed to complete, in a manner that conforms to the terms and conditions of this Agreement, then you may continue to withhold payment and pursue termination under Section F.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, we will provide your historical data in a standard Microsoft SQL Backup file within 10 business days from the date that services cease. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate. We agree not to suspend the SaaS services for non-payment in the event of a good-faith invoice dispute pursuant to Section E (2).

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause

in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more, subject to the provisions of Section H(9).

2.4 Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Client for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Client, this Agreement shall terminate upon thirty (30) days written notice being given by the Client to Tyler. The Client's decision as to whether sufficient appropriations are available shall be accepted by Tyler and shall be final. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 For Convenience. You may terminate this Agreement for your convenience upon thirty (30) days written notice to us. Prior to any such termination being effective, you will provide an opportunity for a meeting with us to discuss alternatives to termination, if any. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Post-Termination Assistance. Upon termination of this Agreement, Tyler shall provide to the Client any post-termination assistance Tyler generally makes available to customers of its SaaS services at the Tyler's current rate for these services. Tyler shall implement an orderly return of the Client's data and other assets or otherwise provide secure disposal of same. We shall provide all Client data in a standard Microsoft SQL Backup file, at no cost to the City. All other post-termination services costs shall be determined and agreed to by both parties.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software

immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by New Mexico law including but not limited to NMSA 1978, § 6-6-11, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), ONE AND A HALF (1.5) TIMES THE TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, ONE AND A HALF (1.5) TIMES THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,**

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty four (24) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twenty four (24) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twenty four (24) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

    a. We shall be reimbursed by the Client for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on Tyler by any authority. The payment of taxes for any money received under this Agreement shall be our sole responsibility and should be reported under our Federal and State tax identification number(s).

    b. We, and any and all subcontractors, shall pay all Federal, state and local taxes applicable to

its operation and any persons employed by the Contractor. We shall require all subcontractors to hold the City 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.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld. In the event of subcontracting, Tyler shall remain solely responsible for fulfilling the terms and conditions of this Agreement. If Tyler shall employ subcontractors, Tyler agrees that changes to the pricing set forth in the Investment Summary shall require a written change order executed by the Client, however in no such event shall the City be responsible for any increased or additional fees resulting from the use of a subcontractor by Tyler for the provision of the scope of work as of the Effective Date. Any subcontractor employed by Tyler shall be bound to the terms and conditions of this Agreement, including but not limited to, the confidentiality obligations set forth herein.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets. In the event of such a reorganization, merger, acquisition or purchase, the Assignor will notify the City of the assignment within a commercially reasonable time.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event including a reasonable amount of time required to address issues stemming from the Force Majeure event and reasonable time required for the restoration of normal business activities.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect

the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or modified except by an amendment in writing executed by an authorized representative of the parties hereto.

12. Severability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement. Tyler 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 Client as a result of this Agreement. We acknowledge that all sums received hereunder are personally reportable by us for income tax purposes as self-employment or business income and are reportable for self-employment tax.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. Notices shall be addressed as follows:

FOR CLIENT

Renée Martínez
City of Santa Fe
rjmartinez@ci.santa-fe.nm.us
505 955-5565

FOR TYLER

Attention: Chief Legal Officer
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials so long as we receive your advance written consent.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the New Mexico State Inspection of Public Records Act (IPRA) or similar applicable public disclosure laws governing this Agreement. Notwithstanding anything in this Agreement, you may disclose confidential information as required by the IPRA; provided, however, that in the event you receive a request for disclosure under IPRA or other similar law, you will give us prompt notice and otherwise perform the functions required by applicable law. Upon your request, we agree to provide data to assist you in complying with requests made under the IPRA or other similar law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. Tyler shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Client disclosed to us as of the Effective Date. The fees in the Investment Summary are based, in part, on the cost of compliance with applicable federal and state laws existing as of the Effective Date. Should laws applicable to our performance under this Agremeent change post-signature, we reserve the right to seek a change order for the additional work, time, and/or cost that may be required to comply with the new law, ordinance or regulation.

    Tyler shall, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the Client's policies disclosed to Tyler as of the Effective Date prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or

policies regulating the conduct of persons on Client property at all times while performing duties pursuant to this Agreement. Tyler agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for termination of the Agreement by the Client pursuant to Section F.

In any action, suit or legal dispute arising from this Agreement, the Tyler agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. New Mexico Tort Claims Act. Any liability incurred by the Client 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 Client 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.

23. Release. In the event either party terminates this Agreement pursuant to Section F, the parties agree to negotiate in good faith a mutually applicable release which shall set forth the scope of each party's respective liabilities, claims and obligations upon termination. The foregoing notwithstanding, except as otherwise provided herein or in an addendum executed by both parties pursuant to Section H (11), Tyler agrees not to purport to bind the Client to any obligation unless Tyler has express written authority to do so, and then only to within the strict limits of that authority. .

24. Records and Audit. Tyler shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Client, the Department of Finance and Administration, and the State Auditor. The Client shall have the right to audit the billing once per year on one week advance written notice or on such other timeframe as the parties may mutually agree. Payment under this Agreement shall not foreclose the right of the Client to recover excessive or illegal payments as permitted under applicable law.

25. Conflict of Interest. Tyler warrants that it presently has no interest and 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. Tyler certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state

employee or former state employee have been followed.

26. New Mexico Employees Health Coverage.

    (a) If Tyler 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, Tyler certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, 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 Tyler and the Clientexceed $250,000 dollars.

    (b) To the extent required by applicable law, Tyler 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.

27. New Mexico Employees Pay Equity Reporting. Tyler warrants that, as of the Effective Date of this Agreement, it is exempt from filing the PE10-249 form as it does not have ten (10) or more New Mexico employees or eight (8) or more New Mexico employees in the same job classification. Should Tyler meet the size requirement following the Effective Date, Tyler agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement as required by applicable law.

28. 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.

29. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: DocOrigin End User License Agreement
	Schedule 2: MyGovPay/Virtual Pay
Exhibit E	Statements of Work
	Schedule 1: Munis Statement of Work
	Schedule 2: Energov Statement of Work
Exhibit F	Tyler's Proposals dated March 4, 2016 and June 9, 2016, including Tyler's Responses to the Client's Request for Clarification
Exhibit G	Client's Requests for Proposal, RFP #16/22/P and RFP #16/42/P

In the event of conflict between parts of this Agreement, the conflict shall be resolved by adhering to the following order of preference:

- This Agreement, inclusive of Exhibits A-E
- Exhibit F – Tyler's Proposals
- Exhibit G – Client's RFPs

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

City of Santa Fe

By:_____

Name: Javier M. Gonzales

Title: Mayor

Date:_____

Attest:

_____
Yolanda Y. Vigil, City Clerk

Approved as to Form:

_____ 4/4/17
Kelley A. Brennan, City Attorney

Approved:

_____
Adam K. Johnson, Finance Director

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:

JAVIER M. GONZALES, MAYOR

DATE: 5/1/17

TYLER TECHNOLOGIES, INC.

Abigail Diaz, Chief Legal Officer

DATE: 4/10/17

CRS# 03-034875-00-7
City of Santa Fe Business
Registration # 17-00143715

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 4/26/17
DATE:

APPROVED AS TO FORM:

See previous page
KELLEY A. BRENNAN, CITY ATTORNEY

DATE:

APPROVED:

ADAM JOHNSON, FINANCE DIRECTOR

DATE: 5/11/17

Business Unit Line Item



Exhibit A
Investment Summary

The following Investment Summaries detail the software and services to be delivered by us to you under the Agreement. The Investment Summaries are effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement and/or the Statement of Work attached thereto. To the extent there is a conflict between the comments in the Investment Summary and the terms of the Agreement, the terms of the Agreement shall control.

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tyler technologies

Quoted By:	David Carll
Date:	3/23/2017
Quote Expiration:	7/11/2017
Quote Name:	City of Santa Fe-ERP-Munis
Quote Number:	2017-25595
Quote Description:	City of Santa Fe NM Tyler Quote Saas 7 v9 032317

Sales Quotation For

City of Santa Fe
2511 Camino Entrada
Santa Fe, New Mexico 87507
Phone (505) 955-5111
Fax: (505) 955-5159

SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Days	Impl. Cost	Data Conversion
Financial:					
Accounting/GL/BG/AP	7	$108,156.00	46	$58,650.00	$20,200.00
Bid Management	7	$13,489.00	7	$8,925.00	$0.00
BMI Asset Track Interface	7	$3,522.00	5	$6,375.00	$0.00
BMI CollectIT Interface	7	$3,522.00	5	$6,375.00	$0.00
Capital Assets	7	$27,223.00	14	$17,850.00	$4,500.00
Cash Management	7	$21,371.00	9	$11,475.00	$0.00
Contract Management	7	$13,685.00	7	$8,925.00	$0.00
Employee Expense Reimbursement	7	$11,173.00	9	$11,475.00	$0.00
Inventory	7	$27,207.00	14	$17,850.00	$7,000.00
Project & Grant Accounting	7	$18,765.00	11	$14,025.00	$3,500.00
Purchasing	7	$50,654.00	32	$40,800.00	$4,000.00
Standard Fuel Interface - SeeComments	7	$3,522.00	5	$6,375.00	$0.00
Work Orders, Fleet & Facilities Management	7	$35,480.00	44	$56,100.00	$0.00

SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Days	Impl. Cost	Data Conversion
Human Capital Management:					
Human Resources & Talent Management	7	$12,217.00	8	$10,200.00	$0.00
Payroll w/ESS	7	$28,765.00	20	$25,500.00	$21,800.00
Recruiting	7	$5,394.00	4	$5,100.00	$0.00
Risk Management	7	$19,312.00	11	$14,025.00	$0.00
Revenue:					
Accounts Receivable	7	$24,013.00	21	$26,775.00	$0.00
General Billing	7	$12,086.00	12	$15,300.00	$18,000.00
Tyler Cashiering	7	$34,654.00	9	$11,475.00	$0.00
Productivity:					
Citizen Self Service	7	$23,180.00	1	$1,275.00	$0.00
eProcurement	7	$20,038.00	1	$1,275.00	$0.00
Munis Analytics & Reporting (SaaS)	7	$61,622.00	16	$20,400.00	$0.00
Tyler Content Manager Self-Service (SE)	7	$4,368.00	2	$2,550.00	$0.00
Tyler Content Manager SE	7	$34,612.00	8	$10,200.00	$0.00
Tyler Forms Processing	7	$11,540.00	0	$0.00	$0.00
Additional:					
Payroll Tax Table Updates	7	$1,000.00	0	$0.00	$0.00
TOTAL:		**$630,570.00**	**321**	**$409,275.00**	**$79,000.00**

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Payroll 2nd Database Conversion	$0.00	0	$0.00	$12,800.00	$12,800.00	$0.00
PO History Conversion 6 Years	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$18,800.00**	**$18,800.00**	**$0.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
25% of Dedicated Project Manager (Monthly)	18	$7,500.00	$0.00	$135,000.00
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Change Management Consulting Solution	1	$75,000.00	$0.00	$75,000.00
P-Card Import Format W/Encumbrances	1	$15,000.00	$0.00	$15,000.00
Post live Implementation Days	25	$1,275.00	$0.00	$31,875.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Library - Financial	1	$3,400.00	$0.00	$3,400.00
Tyler Forms Library - General Billing	1	$2,500.00	$0.00	$2,500.00
Tyler Forms Library - Payroll	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Personnel Action	1	$1,400.00	$0.00	$1,400.00
Tyler Forms Processing Configuration	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Work Order/Pick Ticket Library - 4 Forms	1	$3,600.00	$0.00	$3,600.00
Tyler PO Distribution - Level 4	1	$2,500.00	$0.00	$2,500.00
VPN Device	1	$4,000.00	$0.00	$4,000.00
TOTAL:				**$285,775.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI AssetTrak Additional Data Terminal (PA692)	1	$2,295.00	$0.00	$2,295.00	$0.00	$0.00	$0.00
BMI-ASSETRACK-ARS for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	$2,975.00	$0.00	$2,975.00	$0.00	$0.00	$0.00
BMI CollectIT Barcode PrinterKit	1	$1,295.00	$0.00	$1,295.00	$0.00	$0.00	$0.00
BMI CollectIT Inventory Bar Code Scanning System	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	$2,295.00	$0.00	$2,295.00	$0.00	$0.00	$0.00
BMI Transtrak Fixed Asset Receiving System	1	$3,345.00	$0.00	$3,345.00	$0.00	$0.00	$0.00
Cash Drawer	1	$230.00	$0.00	$230.00	$0.00	$0.00	$0.00
Hand Held Scanner - Model 1900GSR	1	$385.00	$0.00	$385.00	$0.00	$0.00	$0.00
Hand Held Scanner Stand	1	$25.00	$0.00	$25.00	$0.00	$0.00	$0.00
ID Tech MiniMag USB Reader	1	$62.00	$0.00	$62.00	$0.00	$0.00	$0.00
Printer (TM-S9000)	1	$1,600.00	$0.00	$1,600.00	$0.00	$0.00	$0.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$29,137.00*			*$0.00*
TOTAL:				**$29,137.00**			**$0.00**

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
Core Software:			
EnerGov Licensing & Regulatory Suite (LRM)	$169.00	10	$20,280.00
EnerGov Permitting & Land Management Suite (PLM)	$160.00	80	$153,600.00
Extensions:			
EnerGov Adv Server Extensions Bundle	$725.00	Site License	$8,700.00
EnerGov Citizen Access Web Portal - Licensing & Reg Mgmt (LRM)	$625.00	1	$7,500.00
EnerGov Citizen Access Web Portal - Permitting & Land Mgmt (PLM)	$1,250.00	Site License	$15,000.00
EnerGov e-Reviews	$1,250.00	Site License	$15,000.00
EnerGov GIS	$1,583.00	Site License	$19,000.00
EnerGov IG Workforce Apps	$49.00	21	$12,348.00
EnerGov IVR API	$313.00	1	$3,750.00
EnerGov My GovPay	$0.00	Site License	$0.00
EnerGov Permitting & Land Management SDK	$271.00	Site License	$3,250.00

EnerGov SaaS - Silver

Description	Monthly Fee	Users/Units	Annual Fee
EnerGov VirtualPay	$0.00	1	$0.00
Tyler Content Manager Standard Edition	$783.00	Site License	$9,400.00
TOTAL:			**$267,828.00**

EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Certification Exam Admin(3 Courses, 6 participants each)	18	$300.00	$5,400.00	$0.00
EnerGov Certification Onsite Training(3 Courses)	64	$175.00	$11,200.00	$0.00
EnerGov Configuration Services	2388	$175.00	$417,900.00	$0.00
EnerGov Data Conversion Services	175	$250.00	$43,750.00	$0.00
EnerGov Fundamentals Training	64	$175.00	$11,200.00	$0.00
EnerGov Onsite Training & Production Support Services	192	$175.00	$33,600.00	$0.00
EnerGov Onsite Train-the-Trainer Services	32	$175.00	$5,600.00	$0.00
EnerGov Prerequisite Training Courses			$7,200.00	$0.00
EnerGov Project Management Services	768	$175.00	$134,400.00	$0.00
Report Development Consulting Services	32	$250.00	$8,000.00	$0.00
Tyler Change Management Service EnerGov	1	$15,000.00	$15,000.00	$0.00
Tyler Content Manager Services	40	$175.00	$7,000.00	$0.00
TOTAL:			**$700,250.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total SaaS	$0.00	$898,398.00
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,493,100.00	$0.00

Summary	One Time Fees	Recurring Fees
Total 3rd Party Hardware, Software and Services	$29,137.00	$0.00
Summary Total	**$1,522,237.00**	**$898,398.00**
Contract Total (Excluding Estimated Travel Expenses)	**$7,811,023.00**	
Estimated Travel Expenses	**$248,616.00**	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals	$3,000.00	$0.00	$3,000.00
Accounting - Budgets	$3,000.00	$0.00	$3,000.00
Accounting Standard COA	$3,500.00	$0.00	$3,500.00
Accounts Payable - Checks	$3,200.00	$0.00	$3,200.00
Accounts Payable - Invoice	$4,500.00	$0.00	$4,500.00
Accounts Payable Standard Master	$3,000.00	$0.00	$3,000.00
Capital Assets Std Master	$4,500.00	$0.00	$4,500.00
General Billing - Bills (2)	$5,500.00	$0.00	$11,000.00
General Billing - Recurring Invoices	$4,500.00	$0.00	$4,500.00
General Billing Std CID	$2,500.00	$0.00	$2,500.00
Inventory - Commodity Codes	$2,500.00	$0.00	$2,500.00
Inventory Std Master	$4,500.00	$0.00	$4,500.00
Payroll 2nd Database Conversion	$12,800.00	$0.00	$12,800.00
Payroll - Accrual Balances	$2,500.00	$0.00	$2,500.00
Payroll - Accumulators	$2,000.00	$0.00	$2,000.00
Payroll - Check History	$2,000.00	$0.00	$2,000.00
Payroll - Deductions	$2,800.00	$0.00	$2,800.00
Payroll - Earning/Deduction Hist	$3,500.00	$0.00	$3,500.00
Payroll - PM Action History	$2,000.00	$0.00	$2,000.00
Payroll - Position Control	$2,000.00	$0.00	$2,000.00
Payroll - Standard	$3,000.00	$0.00	$3,000.00
Payroll - State Retirement Tables	$2,000.00	$0.00	$2,000.00
PO History Conversion 6 Years	$6,000.00	$0.00	$6,000.00
Project Grant Accounting Standard	$3,500.00	$0.00	$3,500.00
Purchasing - Purchase Orders - Standard	$4,000.00	$0.00	$4,000.00
TOTAL:			**$97,800.00**

Optional SaaS

Description	# Years	Annual Fee	One Time Fees: Impl. Days	Impl. Cost	Data Conversion
Financial:					
Performance Based Budgeting	7	$37,076.00	26	$33,150.00	$0.00
Human Capital Management:					
Talent Management	7	$4,696.00	3	$3,825.00	$0.00
Revenue:					
Central Property File	7	$2,742.00	1	$1,275.00	$0.00
Maplink GIS Integration	7	$12,611.00	1	$1,275.00	$0.00
Productivity:					
Transparency Portal	7	$15,000.00	0	$0.00	$0.00
Tyler Content Manager Auto Indexing and Redaction (SE)	7	$2,940.00	2	$2,550.00	$0.00
Tyler Content Manager eCommerce (SE)	7	$2,940.00	2	$2,550.00	$0.00
Tyler Content Manager GIS Interface (SE)	7	$2,940.00	2	$2,550.00	$0.00
Additional:					
CAFR Statement Builder	7	$14,450.00	4	$5,100.00	$0.00
Tyler Incident Management	7	$19,270.00	10	$12,750.00	$0.00
	TOTAL:	**$114,665.00**	**51**	**$65,025.00**	**$0.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Capital Assets - History - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Contracts - G	$0.00	0	$0.00	$6,000.00	$6,000.00	$0.00
Payroll - Certifications - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Payroll - Education - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Payroll - Recruiting - D	$0.00	0	$0.00	$2,000.00	$2,000.00	$0.00
Project Grant Accounting - Actuals - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Project Grant Accounting - Budgets - G	$0.00	0	$0.00	$3,000.00	$3,000.00	$0.00
Work Order - Closed Work Order History No Cost Data - G	$0.00	0	$0.00	$7,500.00	$7,500.00	$0.00
Work Order - Work Order Asset - G	$0.00	0	$0.00	$5,000.00	$5,000.00	$0.00
Work Order - Work Order History With Cost Data - G	$0.00	0	$0.00	$7,500.00	$7,500.00	$0.00
TOTAL:	**$0.00**	**0**	**$0.00**	**$41,000.00**	**$41,000.00**	**$0.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
24 Month Performance Bond	1	$43,836.00	$0.00	$43,836.00
Dedicated Full Time Project Manager (Monthly)	1	$20,750.00	$0.00	$20,750.00
TOTAL:				**$64,586.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Capital Assets - History	$3,000.00	$0.00	$3,000.00
Contracts	$6,000.00	$0.00	$6,000.00
Payroll - Certifications	$2,000.00	$0.00	$2,000.00
Payroll - Education	$2,000.00	$0.00	$2,000.00
Payroll - Recruiting	$2,000.00	$0.00	$2,000.00
Project Grant Accounting - Actuals	$3,000.00	$0.00	$3,000.00
Project Grant Accounting - Budgets	$3,000.00	$0.00	$3,000.00
Work Order - Closed Work Order History No Cost Data	$7,500.00	$0.00	$7,500.00
Work Order - Work Order Asset	$5,000.00	$0.00	$5,000.00
Work Order - Work Order History With Cost Data	$7,500.00	$0.00	$7,500.00

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			**$41,000.00**

Optional EnerGov Professional Services

Description	Hours	Unit Price	Extended Price	Year One Maintenance
EnerGov Full Data Conversion Services	442	$250.00	$110,500.00	$0.00
TOTAL:			**$110,500.00**	**$0.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's Standard Fuel Interface is available from several vendors. Fuelman, FuelForce, Phoenix AFC, Phoenix SCC, Fuel Master, TRN85-Fuelman, Fuelmaster-Plus and Gasboy CFN. If your vendor does not appear on this list, we will need to quote a Custom Interface in addition to the Standard Interface to cover the additional development costs.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Munis form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, 1099 R, ACA 1095B and

Comments

ACA 1095C.

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Work Order & Pick Ticket Library includes: 1 Work Order - Services, 1 Work Order - Inventory, 1 Pick Ticket and 1 Delivery Ticket.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Tyler Content Manager SE includes up to 150GB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

The Munis Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

The SaaS fees are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

EnerGov monthly fees are rounded, excluding cents.

The Tyler Software Product Tyler Forms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

BMI CollectIT w/ data validation enabled - USB, 802.11b/g Wireless Data Com Utility for WM 6.1/6.5 devices w/ remote Install/training up to 4 hrs & (1) yr phone support, Subsequent support and upgrade plans are available directly through BMI Inccludes a Unitech PA 690 PDT Kit with WIN 6.5, 26 Key keypad, laser, 807 MHZ Processor, 2 batteries, Power Supply, Pistol Grip, Cradle, 802.11b/g radio & BMI Collect-IT PDT Users License Includes: 1 yr Phone support/upgrades for CollectIT and 1 yr depot parts and Labor warranty on the PA 690 Portable Data Terminal.

AssetTrak PPC Software, PA690 Portable Data terminal, Integrated Laser Scanner, USB Com/Charging cable w/ps, PDT Users Licenses for TrakSync and AssetTrak PPC Includes: 1 year phone support & software upgrades, Subsequent support and upgrade plans are available directly through BMI. Up to 4 hrs of remote Install/training via GoToMeeting.

End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources.

Transparency Portal SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either part at least thirty (30) days prior to the end of the then-current term.

ENERGOV notes below:

Comments

Project Scope for system configuration by Tyler will be limited to the following transaction/workflow types:
*25 Average Unique Business Transactions (24 Permitting, 1 Code)
*60 Template Transaction Types (35 Permitting, 15 Code, 10 Licensing)
*20 Geo-Rules
*20 Intelligent Objects & Intelligent Automation

Data Conversion services included will include the DCT-DB, requiring City staff to populate the template database for data conversion.

Proposal is prepared as a "not-to-exceed" (NTE) proposal.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS fees for year one are invoiced quarterly in advance, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. The foregoing notwithstanding, Tyler shall provide the first three (3) months of Munis SaaS services following the Effective Date and the first six (6) months of EnerGov SaaS services following the Effective Date at no cost to the Client. Subsequent annual SaaS fees are invoiced every three (3) months in advance, beginning on the anniversary of the initial invoice date. Your annual SaaS fees for the initial term are set forth in the Investment Summaries. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *Project Planning Services*: Project planning services are invoiced upon delivery of the implementation planning document and acceptance by the Client. For purposes of this paragraph, acceptance shall be as defined in the Statements of Work.

   2.2 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.3 *Implementation and Other Professional Services (including training)*: Tyler implementation services, by phase, are set forth in the lump sum amounts set forth below and shall be invoiced in accordance with the following milestones:

Munis:

Service Type	Days	Cost
Implementation Days	319	$406,725.00
Total		**$406,725.00**

Phase	Control Point	Description	Milestone Amount
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1)	$27,795.00

Phase	Control Point	Description	Milestone Amount
		• Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)	
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train	$41,692.50
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)	$48,641.25
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production	$55,590.00
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)	$34,743.75
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 1-9)	$41,692.50
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$27,795.00
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)	$6,630.00
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)	$13,260.00
2	2.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)	$16,575.00

Phase	Control Point	Description	Milestone Amount
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)	$16,575.00
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing • Lessons Learned (DED 2-9)	$6,630.00
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$6,630.00
3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)	$6,247.50
3	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)	$12,495.00
3	3.3	Authorization to Proceed to Training • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)	$15,618.75
3	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)	$12,495.00
3	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing	$9,371.25
3	3.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete	$6,247.50
		Total	**$406,725.00**

EnerGov:

Deliverable / Payment	Deliverable Description	Milestone Payment
Stage 0 - Software Delivery		
Deliverable 0-1	Tyler software is made available to customer	
Deliverable 0-2	Pre-Req Online training made available	**$7,200.00**
Deliverable 0-3	Data Conversion Pre-Implementation Technical Support and Documentation	
Stage 1 - Project Initiation & Planning		
Deliverable 1-1	Performed Project Initiation and Project Management Tasks	**$35,000.00**
Stage 2 - Assess & Define and Fundamentals Training		
Deliverable 2a-1	Perform 64 hours of on-site Fundamentals Training	**$11,200.00**
Deliverable 2b-1	Assess & Define Business Transactions: Specification design for up to 25 unique in-scope EnerGov business transactions	**$37,000.00**
Deliverable 2b-2	Assess & Define Business Transactions: Specifications design for up to 60 template in-scope EnerGov Business Transactions	**$45,400.00**
Deliverable 2b-3	Assess & Define Geo-Rules: Specification design for up to 20 geo-rules in scope	**$8,400.00**
Deliverable 2b-4	Assess & Define Intelligent Objects and IAA's: Specification design for up to 20 IO/IAA in scope	**$8,400.00**
Deliverable 2b-5	Assess & Define Core Components: Specifications for core system configuration (rights, roles, security, contracts, etc.)	**$10,000.00**
Deliverable 2b-6	Project Management for Stage	**$26,250.00**
Stage 3 - System Configuration and Internal Test		
Deliverable 3a-1	Configure Business Transactions: configuration for up to 25 unique in-scope EnerGov business transactions	**$56,000.00**
Deliverable 3a-2	Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions	**$35,000.00**
Deliverable 3a-3	Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions	**$35,000.00**
Deliverable 3a-4	Configure Geo-Rules: configuration for up to 20 in-scope geo-rules	**$8,400.00**
Deliverable 3a-5	Configure Intelligent Objects and IAA's: configuration for up to 20 IO/IAA in scope	**$16,800.00**
Deliverable 3a-6	Configure Core Components: configuration for core system configuration (rights, roles, security, contracts, etc.)	**$12,600.00**
Deliverable 3a-7	Configure EnerGov to Integrate with TCM	**$7,000.00**
Deliverable 3a-8	Provide 64 hours of on-site certification training for up to 10 users	**$11,200.00**
Deliverable 3a-9	Provide Certification exams for up to 6 users	**$5,400.00**
Deliverable 3b-1	Internal test of EnerGov configuration: Internal review and test of in-scope EnerGov Business Transactions and core system configuration	**$44,100.00**
Deliverable 3b-2	Project Management for Stage	**$17,500.00**

Stage 4- System Build - Build Specifications and Build and Train -The Trainer		
Deliverable 4-1	Develop data conversion specifications & mapping: HTE Data Source & Desert Elements Data source & 4 MS Access Data Sources (Archeology, Historic Districts Review Board Case Files, Administrative Approvals, Historic Violations) (6 sources)	**$25,000.00**
Deliverable 4-2	Develop data conversion utilities: HTE Data Source & Desert Elements Data source & 4 MS Access Data Sources (Archeology, Historic Districts Review Board Case Files, Administrative Approvals, Historic Violations) (6 sources)	**$18,750.00**
Deliverable 4-3	Provide 32 hours of on-site Train-the-Trainer Training	**$5,600.00**
Deliverable 4-4	Project Management for Stage	**$17,500.00**
Stage 5 - Acceptance Validation, Testing, and UAT Training		
Deliverable 5a	System Acceptance Planning	**$3,500.00**
Deliverable 5b	Provide 32 hours of on-site User Acceptance Training	**$5,600.00**
Deliverable 5c-1	System Verification and System Acceptance resolution: resolve configuration issues of the 25 unique EnerGov business transactions in scope	**$35,000.00**
Deliverable 5c-2	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope	**$20,000.00**
Deliverable 5c-3	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Templateunique EnerGov business transactions in scope	**$20,000.00**
Deliverable 5c-4	System Verification and System Acceptance resolution: resolve configuration issues of the 20 geo-rules in scope	**$4,200.00**
Deliverable 5c-5	System Verification and System Acceptance resolution: resolve configuration issues of the 20 IO/IAA in scope	**$4,200.00**
Deliverable 5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing	**$29,900.00**
Deliverable 5e	Project Management for Stage	**$14,000.00**
Stage 6 - User Training		
Deliverable 6-1	96 hours of on-site End user training performed	**$16,800.00**
Deliverable 6-2	Project Management for Stage	**$10,500.00**
Stage 7 - Production & Production Support		
Deliverable 7-1	Provide 96 hours of Onsite production support	**$11,200.00**
Deliverable 7-2	Project Management for Stage	**$10,150.00**
	Total	**$689,750.00**

2.4 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of

the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.5 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. For the avoidance of doubt, the parties acknowledge that Tyler shall only invoice the Client for the conversion services actually provided by Tyler.

2.6 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service and acceptance by the Client. For purposes of this paragraph, acceptance shall be as defined in the Statements of Work.. For the avoidance of doubt, where "Project Planning Services" are provided, and are not accounted for in the payment milestones in paragraph 2.3 above, payment will be due upon delivery of the Implementation Planning document. The foregoing notwithstanding, the following services will be invoiced as follows:

- AP Positive Pay Export Format: invoiced as incurred, if new format is required.
- AP/PR Check Recon Import: invoiced as incurred, if new format is required.
- PR Positive Pay Export Format: invoiced as incurred, if new format is required.
- Install Fee: Invoiced upon installation completion.
- 25% Dedicated Project Manager: Invoiced monthly in arrears, triggered on the next full month after the first planning meeting.
- Tyler Forms Processing Configuration: Invoiced upon sign-off on Installation of the Tyler Forms Server.
- Tyler Forms Libraries: Invoiced upon Client sign-off to load the respective forms library in the Live environment.

2.8 *Change Management Services*: Change Management Services for Munis and EnerGov, to be provided as set forth in the Munis SOW, will be invoiced in the following amounts and upon the following milestones:

Milestone ID	Milestone	Amount
CM1.1	Acceptance of Change Management Discovery Analysis	15%
CM1.2	Delivery of Change Management Plan and Strategy Presentation	10%
CM1.3	Acceptance of Executive Playbook	15%
CM1.4	Acceptance of Resistance Management Plan	15%
CM1.5	Acceptance of Procedural Change Communications Plan	10%

CM1.6	Change Management Coach Training	20%
CM1.7	Change Management After-Action Review	15%
	Total	$90,000.00

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery. The parties acknowledge that the invoice dispute process in Section E (2) of the Agreement shall apply in the event that the Third Party Hardware does not meet the warranties set forth in the Agreement.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Tyler agrees that its personnel shall not invoice the Client for fees for implementation or other professional services while in transit to the Client's site; only those expenses set forth in our then-current Business Travel Policy shall be permitted. Copies of receipts will be provided to Client; provided, however, that receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable up to a maximum of $60 per trip. No public transportation expenses are reimbursable if a rental car is in use for the trip. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. Additionally, Tyler's TMC will use reasonable efforts to confer with the City of Santa Fe and utilize any discounts and/or special room rates available to the City.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether it has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 7% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	5% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	7% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

We provide the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using

the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
DocOrigin End User License Agreement

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C. **Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.

1.5 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.6 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

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7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 OF Software Ltd. may terminate this Agreement in the event of any breach by You if such breach has not been cured within five (5) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to OF Software Ltd. or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to OF Software Ltd. or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within five (5) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to OF Software Ltd.

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability**. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment**. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without OF Software Ltd.'s prior written consent. OF Software Ltd. may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue**. This Agreement shall be governed by the laws of the Province of Ontario. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Entire Agreement**. This Agreement is the entire understanding and agreement between You and OF Software Ltd. with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by OF Software Ltd. from time to time and the most recent version of the Agreement will be available on the OF Software website www.docorigin.com.

Last Updated: [July 18 2013]



Exhibit D
Schedule 2
MYGOVPAY/VIRTUAL PAY

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies *(Powered by Persolvent),* designed for Citizen Users to use for processing online payments. That access will be provided on the following terms and conditions, except as otherwise provided in the Merchant Application and Merchant Processing Agreement attached at Schedule 1 to this Exhibit.

(a) Special MyGovPay/VirtualPay Definitions.
"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.
"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.
"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.
"Persolvent" means a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.
"Use Fees" means the fees listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay* .
"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

(1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
(2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
(3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
(4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
(5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
(6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth in Schedule 1 to this Exhibit E

shall apply if Customer elects to use MyGovPay/Virtual Pay.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

(a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
(b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
(c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
(d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
(e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
(f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Exhibit E
Statements of Work

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Exhibit E
Schedule 1
Munis Statement of Work

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Tyler Technologies – City of Santa Fe, NM

MUNIS - Statement of Work

Table of Contents

Section A: Executive Summary 4
A.1 Project Overview 4
A.2 Project Criteria for Success 5
A.3 Project Scope 6
A.4 Organizational Scope 7
A.5 Data Conversion Scope 7
A.6 Import and Export Scope 8
A.7 Reports 8
A.8 Workflows 9
A.9 Development Services 9
A.10 Deliverables 9
A.11 Tyler Forms 10

Section B: Project Governance 11
B.1 Client Project Roles and Responsibilities 11
B.2 Client Decision Making 11
B.3 Executive Project Sponsors: 11
B.4 Executive Steering Committee: 11
B.5 Project Manager: 12
B.6 Project Team: 12
B.7 Subject Matter Experts (SMEs) 13
B.8 Technical Team: 14
B.9 Upgrade Coordinator 14
B.10 Client Tyler University Manager 14
B.11 Tyler Roles and Responsibilities 15
B.12 Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided. Tyler Executive Oversight 15
B.13 Tyler Regional Manager 15
B.14 Tyler Project Manager 15
B.15 Tyler Implementation Consultants 16
B.16 Tyler Developers 16
B.17 Tyler Implementation Programmers 17
B.18 Tyler Forms Designers 17
B.19 Tyler Support Account Manager 17
B.20 Tyler Technical Support Specialist 18

Section C: Project Management 19
C.1 Project Plan Development and Management 19
C.2 Project Status Reports 20
C.3 SharePoint 21
C.4 Agendas 21
C.5 Executive Steering Committee Meetings 22
C.6 Site Reports 22
C.7 Issues Log and Issue Tracking 23
C.8 Risk Management 24
C.9 Scope/Contract Change Process 24
C.10 Implementation Control Point and Deliverables: 26
C.11 Other Project Management Resources 27

Section D: Technology Architecture 29
D.1 Hardware Requirements 29
D.2 Environments 29
D.3 Key Dates for Hardware Availability 29

Section E: Implementation 30
E.1 Implementation Methodology Overview 30
E.2 Control Points 30
E.3 Project Initiation 32
E.4 Project Planning 33
E.5 Structural Foundation 34
E.6 Knowledge Transfer 36
E.7 Static Environment Test (SET) 40
E.8 Implementation 41
E.9 Live Preparation 46
E.10 Live Processing 48
E.11 Post Live Process 48
E.12 Phase Closure 50

Section F: Homework Requirements 51

Section G: Facility Requirements 51

Section H: Appendix 52
Appendix 1: Deliverable Expectation Document 52
Appendix 2: Hardware Requirements 60

Appendix 3: Change Management 61
H.1.1 Executive Playbook 61
H.1.2 Knowledge Transfer 62
H.1.3 Reinforcing the Change 62
H.1.4 Overview of Standard Change Management Effort 64
H.1.5 Scope of Change Management Effort 64
H.1.6 Roles and Responsibilities 64

Section A: Executive Summary

A.1 Project Overview

The City of Santa Fe intends to replace its current software system environment that supports various business processes with an Enterprise Resource Planning (ERP) Software System through this project. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- There are limited automated workflow processes and approvals implemented at the City
- There is a reliance on manual and paper-based processes, including tracking and calculating information external to key applications
- There is a lack of comprehensive accounts receivable and cash receipts functionality
- Several business processes rely on disparate systems and manual processes including those for human resources, payroll, and project tracking, among others
- Opportunities for increasing transparency into City fiscal and land use information through the City website exist

The City's current Enterprise Resource Planning (ERP) system is Oracle's JD Edwards EnterpriseOne, running version 8.12; tools release 8.98.3. The City is currently using JD Edwards EnterpriseOne ERP system modules to manage functions including General Ledger, Accounts Payable, Accounts Receivable, Budget, Purchasing, Inventory Management, Fleet Maintenance, Payroll, User Account Management, limited Workflow and Transactions Processing in some functional areas, limited Employee Time Entry, and Position Control. The City implemented EnterpriseOne with core financial functionality initially, and later engaged in a project to convert Human Resources and Payroll data from the legacy Infinium system to EnterpriseOne. Much data resides in the legacy Infinium application and was not converted, resulting in City staff relying on Infinium as a source of data on a regular basis.

The City is also currently using SunGard HTE system modules to manage functions including Planning, Permitting, Inspections, Land Management, and Code Enforcement. The City is using an in-house developed Constituent Relationship Management (CRM) system to support some aspects of Code Enforcement. The SunGard HTE system will be replaced through a project phase for Tyler EnerGov that will run concurrent with the Munis implementation.

The City retained Berry Dunn McNeil & Parker (BerryDunn) to provide consulting services to conduct a comprehensive evaluation of the various applications in use throughout the City against business needs and best practices in municipal agencies. The focus being to identify, define, evaluate, and plan for the replacement of the existing system software as well as for applications that support related business processes.

In September 2015, BerryDunn facilitated a project kickoff with the City Project Team and department users. BerryDunn then facilitated on-site fact-finding meetings with department users of the existing systems. The purpose of these meetings was to follow up on information previously provided, document high-level functional requirements necessary to meet the City's needs, understand the current business processes associated with the City's existing systems, and identify challenges in the current environment.

The focus of the project initially included core financial, human resources, and payroll functionality. During the fact-finding meetings the City recognized an opportunity to include land use and community development functions in the scope of the work. In October 2015 BerryDunn facilitated a similar fact-

finding process to include community development staff and systems in the scope of assessment activities. This fact-finding process for community development included a web survey, a project kickoff meeting, fact-finding meetings with department users of the HTE system, and an outreach meeting with members of the development community. Immediately following the on-site work sessions, BerryDunn coordinated follow-up fact-finding activities in developing an ERP Strategy Report.

From December 2015 through January 2016, the City and BerryDunn worked together to develop a request for proposal (RFP) document for an ERP system. As part of RFP development, BerryDunn facilitated joint requirement planning work sessions with City staff to develop a list of functional and technical requirements for a new ERP system. The finalized list of functional and technical requirements were included as an attachment for vendors to respond to in the RFP package.

In January 2016, the City issued RFP #16-22-P for an ERP system and received proposals in March 2016. From March 2016 through June 2016, the City evaluated the proposals using the criteria described in the RFP, identified a short list of vendors and conducted reference checks, and identified vendors to participate in onsite product demonstrations. Following demonstrations, the City entered into contract negotiations with Tyler Technologies to provide the solutions and services described in this Statement of Work and the associated Agreement.

A.2 Project Criteria for Success

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for City staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the City. City personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization.

- **Dedicated Project Participant Participation** – Tyler understands that City staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports. Similarly, the City understands that Tyler resources are involved in other client engagements that may compete with the amount of time that can be dedicated to the City's implementation. However, it is critical that Tyler acknowledges that its staff must be actively involved and responsive in a timely manner throughout the entire duration of the project. The City will communicate insufficient participation of Tyler staff to Tyler immediately, and during Project Calls as needed.

- **Managing Project Scope** - To implement the project on time and within budget, the City must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project planning activities described in this Statement of Work. The City shall not be charged for any services outside of the scope of work identified in this Statement of Work or the Agreement without prior written approval from City's Project Manager and Executive Team, and as further defined in the Agreement. Change Orders for additional items outside the scope must be submitted in advance and signed by City's Project Manager and Executive Team before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

- **A Focus on Business Process Analysis and Redesign** – In order to maximize the benefit the City can expect to receive through the adoption of the system, the City must be prepared to consider available opportunities to redesign and analyze existing processes in order to maximize the efficiencies provided by the software. It is critical that Tyler, through the implementation process, identify and recommend opportunities for business process redesign based on best practices and functionality available within the scope of the project. Tyler must also be prepared to weigh in on City decision making processes to inform the City of outcomes related to configuration decisions, and any possible complications or efficiencies that might be made available.

A.3 Project Scope

The Munis project scope is comprised of the following modules, data conversions, interfaces, reports, workflows, and deliverables defined in this section plus any related professional services described throughout this SOW. If any services, tasks, or responsibilities not specifically described in this SOW are inherent or necessary sub-activities of the tasks or are otherwise required for proper performance of the services or tasks they shall also be included within the scope.

Client and Tyler agree that 30% of all implementation and consulting service tasks will be delivered remotely. Tyler and Client will work together during project planning to mutually identify tasks for remote delivery, as well as any schedule changes or additions that may be conducted remotely.

A.3.1 Module Scope

The scope of modules included in this ERP project includes the following Tyler and Third party software products.

A.3.2 Project Phases

Implementation for the following functional areas and each of the modules related to the functional areas has been divided into the following major phases. Each phase will include all requirements as indicated in Exhibit F- Functional Requirements.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	**Core Financials**	• Accounting General Ledger • Cash Management • Project & Grant Accounting • Budgeting • Purchasing • eProcurement • Bid Management • Contract Management • Accounts Payable • Accounts Receivable • General Billing • Tyler Cashiering • Capital Assets	July 2017	July 2018 or as defined in the Project Plan

		• BMI Asset Track Interface		
	System Wide	• Tyler Forms Processing • Tyler Content Manager SE • Munis Analytics & Reporting o Munis Office o Tyler Reporting Services o Role Tailored Dashboard		
2	**Core Human Resources / Payroll**	• Payroll w/Employee Self Service • HR & Talent Management • Recruiting • Risk Management • Employee Expense Reimbursement • Payroll Tax Table Updates	January 2018 or as defined in the Project Plan	January 2019 or as defined in the Project Plan
3	**Work Orders/ Asset Management**	• Work Orders, Fleet & Facilities Management • Inventory • BMI CollectIT Interface • Standard Fuel Interface • Citizen Self Service	October 2018 or as defined in the Project Plan	April 2019 or as defined in the Project Plan

A.4 Organizational Scope

Tyler will implement the functional scope and in-scope software modules for use across the entire Client including process considerations for all departments, including the Buckman Direct Diversion and Santa Fe Solid Waste Management Association.

A.5 Data Conversion Scope

The following conversion options are a comprehensive list that represents the quoted modules included in the Tyler proposal and considered in scope. Requests to convert data outside of the contracted conversion options or failing to adhere to the noted conversion assumptions in section E.8.7 will be considered out of scope.

Conversion ID	Description
Accounting Opt 1 - Actuals	General ledger – actual account summary balances for up to 3 years, to be populated in the GL Master and GL Master Balance tables
Accounting Opt 2 - Budgets	General Ledger – budgeted account balances for up to 3 years, to be populated in the Munis GL Master and GL Master Balance tables. This can include the original budget, budget adjustments and revised budget
Accounting Standard COA	Chart of Accounts conversion from spreadsheet (to be provided during COA analysis)
Accounts Payable Opt 1 Checks	Check History
Accounts Payable Opt 2 - Invoice	Invoice History

Accounts Payable Standard Master	Vendor Master
Detailed GL History 10 year	General ledger – detailed history up to 10 years
Capital Assets Std Master	Fixed Assets Master
General Billing Opt 1 - Recurring Invoices	General Billing - Recurring bill templates
General Billing Opt 2 - Bills	General Bills
General Billing Std CID	Customer File
Inventory Opt 1 - Commodity Codes	Commodity Codes
Inventory Std Master	Inventory Item Master
Payroll - Deductions	Employee Deductions
Payroll - Accrual Balances	Employee Accrual Balances
Payroll - Accumulators	YTD, QTD, MTD Accumulators
Payroll - Check History	Payroll Check History
Payroll - Earning/Deduction Hist	Payroll Earnings and Deductions History
Payroll - PM Action History	Personnel Actions History
Payroll - Position Control	Payroll Position Control and History
Payroll - State Retirement Tables	Employee retirement
Payroll - Standard	Payroll Employee Master
Payroll – 2nd Database Conversion	Additional Payroll Employee Master
PO History Conversion – 6 years	Historical Purchase Orders up to 6 years
Project Grant Accounting Standard	Conversion from Project & Grant spreadsheet (to be provided during COA analysis)
Purchase Orders - Standard	Open purchase orders with encumbrances

A.6 Import and Export Scope

The standard file layouts and methods will be used for each interface listed in Exhibit F. For each standard interface, Tyler encourages that Client has an active support agreement with the third party system and for Client to be on a current version actively supported by the manufacturer/developer of the product installed. Client understands that not being on the supported version may have an impact on the use. Any requests to modify standard file layouts will follow the Scope/Contract Change Process defined in this Statement of Work.

A.7 Reports

All in scope standard reports (those designated with a "S" or "Standard Report" response in the functional requirements – Exhibit F) are going to be met with the delivered report out of Munis. Any changes or customizations of these standard delivered reports requested by Client may result in a change order and additional cost.

The Tyler suite of programs contains hundreds of canned system reports, each utilizing configurable user-supplied parameters to provide hundreds of reporting variations. However, Tyler recognizes that its clients want the flexibility to create even more unique reports and queries to fit their own business needs. Tyler has included Report Writing training as part of our Proposal. Client will also have available a Report Library of over 200 reports via the Munis Support Website.

Tyler Reporting Services (TRS) utilizes an SQL report writing tool called Business Intelligence for Visual Studio 2013 (SSDT-BI) to extract data from the Munis system and create custom reports. Once trained, Client will have the ability to create its own custom reports and modify any report from the TRS Report Library. Tyler Reporting Services Training typically occurs 4 – 6 week after the phase 1 go-live, with a one-time 3 day onsite training session.

A.8 Workflows

All of the available workflow functionality in the licensed modules shall be considered as in scope. Tyler consultants will work with Client resources to help identify, configure, and train on included workflow processes including preparation of the System Design Document – DED 5

A.9 Development Services

No Development Services have been identified at the time of this Statement of Work. If Development Services are necessary, an enhancement request must be submitted to Tyler Development and a quote will be provided.

A.10 Deliverables

Tyler will provide the Deliverables identified throughout this statement of work. Deliverables will be submitted as a work product for Client review and follow the Deliverable acceptance procedures defined in Section C.11. The content of each Deliverable is described in Appendix 1: Deliverable Expectation Document.

Deliverable	Phase	Deliverable Number
Implementation Management Plans	Cross Phase	1-1
Phase 1		
Project Plan	1	1-2
User Manuals	1	1-3
Data Conversion Plan	1	1-4
System Design Document	1	1-5
Static Environment Test (SET) Plan	1	1-6
Modification Specifications	1	1-7
Pre-Live Checklist	1	1-8
Lessons Learned Document	1	1-9
Phase 2		
Project Plan	2	2-2
User Manual	2	2-3
Data Conversion Plan	2	2-4
System Design Document	2	2-5
SET Test Plan	2	2-6

Deliverable	Phase	Deliverable Number
Modification Specifications	2	2-7
Pre-Live Checklist	2	2-8
Lessons Learned Document	2	2-9
Phase 3		
Project Plan	3	3-2
User Manual	3	3-3
Data Conversion Plan	3	3-4
System Design Document	3	3-5
SET Test Plan	3	3-6
Modification Specifications	3	3-7
Pre-Live Checklist	3	3-8
Lessons Learned Document	3	3-9

A.11 Tyler Forms

Tyler's Form Library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms, where custom designs are not required to meet any of Client's functional requirements, would require a change order. Please note that Tyler Forms requires the use of approved printers only.

- Payroll Library includes: 1 Payroll Check, 1 Direct Deposit, 1 Vendor from Payroll Check, 1 Vendor from Payroll Direct Deposit, W2, W2c, 1099R, 1095B and 1095C.
- Financial Library includes: 1 A/P Check, 1 EFT/ACH, 1 Purchase Order, 1099M, 1099INT, 1099S and 1099G.
- General Billing Library includes: 1 Invoice, 1 Statement, 1 General Billing Receipt and 1 Miscellaneous Receipt.
- Personnel Action Library includes: 1 Personnel Action form for new hires and 1 Personnel Action form for employee changes.
- Work Order/Pick Ticket Library includes: 4 (Total) Designs of Any Combination – Work Order and/or Pick Tickets

Section B: Project Governance

B.1 Client Project Roles and Responsibilities

This section presents the anticipated roles and responsibilities for the key staff positions for the project. The joint team of Client and Tyler will ultimately be responsible for designing, developing and delivering the final products of this project.

B.2 Client Decision Making

Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions. The following table identifies the type of decisions and project team members with decision authority:

Type of Decision	Client Decision Making Responsibility
Changes to SOW affecting project budget and/or timing and/or project goals	Executive Steering Committee
Client Policy Decisions	Executive Steering Committee
Changes to SOW not affecting project budget and/or timing and/or project goals	Client Project Manager
Acceptance of Control Points / Deliverables	Client Project Manager
Configuration Decisions	Client Project Team

B.3 Executive Project Sponsors:

The Client Executive Project Sponsors provide support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization; and when called upon acting as the final authorities on all project decisions. The project sponsors will be involved in the project as needed to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The project sponsors will empower the steering committee and project team to make critical business decisions for Client.

Resource	Title
Brian Snyder	City Manager
Renée Martínez	Deputy City Manager
Irene Luettgen	ITT Department Director
Adam Johnson	Finance Director
Lynette Trujillo	Human Resource Director

B.4 Executive Steering Committee:

The Executive Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Executive Steering Committee oversees the project team and the project as a whole. Through participation in regular internal meetings the Executive Steering Committee will remain updated on all

project progress, project decisions, and achievement of project Control Points. The Executive Steering Committee will also provide support to the project team by communicating the importance of the project to each member's department along with other department managers in Client. The Executive Steering Committee is responsible for ensuring that the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues. The Executive Steering Committee also serves as primary level of issue resolution for the project.

Resource	Title
Brian Snyder	City Manager
Renée Martínez	Deputy City Manager
Irene Luettgen	ITT Department Director
Bogi Malecki	ITT Enterprise Application Services Manager
Adam Johnson	Finance Director
Lynette Trujillo	Human Resource Director
Nick Schiavo (Acting)	Public Works Director
Patrick Gallagher	Chief of Police

B.5 Project Manager:

Client's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule and serve as the primary point of contact with Tyler. The Project Manager will be responsible for reporting to the Executive Steering Committee and providing the majority of Client's change management communications and coaching.

Resource	Title
Berry Dunn assigned PM	City Project Manager

B.6 Project Team:

The Project Team will consist of the Project Management Team and the Functional Leads. The assigned Project Team will have detailed subject matter expertise and be empowered to make appropriate business process and configuration decisions in their respective areas.

The Project Team is tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required Client tasks. The Project Team will be responsible for and empowered to implement the new system in the best interests of Client consistent with the project goals, project vision, and direction from the Project Manager and Executive Steering Committee. Project Team Leads are identified below.

Client's project team is responsible for maintaining regular and effective project communications between project stakeholders and supporting overall change efforts in Client.

The assigned Project Management Team will assist the Client Project Manager with daily coordination of project tasks and will be given a fair amount of autonomy to work with the Client Project Manager and make day to day decisions related to project tasks. The team will assist in the review of project deliverables, identify key external stakeholders, circulate project deliverables for City review and collect feedback, participate in recurring project management team status meetings, participate in recurring vendor status meetings, assist to identify and make recommendations on opportunities for business process and organization change decisions and assist with identifying and making recommendation on

retaining third party point solution applications. The team will make recommendation to the Steering Committee in matters of changes to scope, schedule and budget.

Resource	Function
Faustino Contreras	Project Management Team - IT
Marie Lee	Project Management Team - Finance
Melinda Jagles Moquino	Project Management Team - HR

B.7 Subject Matter Experts (SMEs)

Subject Matter Experts (SME's) will play an important role in the project to provide necessary expertise not found on the project team and to support project team activities. However, subject matter experts will have a primary responsibility to their "home" department and not be available for significant periods of time on the project.

SMEs will be Client's primary interface to all other users of the system throughout Client (the End Users). Client's End Users will ultimately be the users of the system in all areas through Client. SME proactive adoption of the system is vital to Client realizing success in this project. SMEs will be consulted throughout the process to provide feedback on business processes decisions, configuration decisions, training, documentation, and testing.

Resource	Title
Adam Johnson to assign	Accounting General Ledger
Adam Johnson to assign	Cash Management
Adam Johnson to assign	Project & Grant Accounting
Adam Johnson to assign	Budgeting
Adam Johnson to assign	Requisitions
Adam Johnson to assign	Purchase Orders
Adam Johnson to assign	eProcurement
Adam Johnson to assign	Bid Management
Adam Johnson to assign	Contract Management
Adam Johnson to assign	Accounts Payable
Adam Johnson to assign	Accounts Receivable
Adam Johnson to assign	General Billing
Adam Johnson to assign	Tyler Cashiering
Adam Johnson to assign	Fixed Assets
Adam Johnson to assign	BMI Asset Track Interface
Adam Johnson to assign	Payroll w/Employee Self Service
Lynette Trujillo to assign	HR Management
Lynette Trujillo to assign	Applicant Tracking
Adam Johnson to assign	BMI Asset Track Interface
Adam Johnson to assign	Risk Management
Adam Johnson to assign	Employee Expense Reimbursement
Adam Johnson to assign	Work Orders, Fleet Management
Ike Pino to assign	Work Orders, Facilities Management
Adam Johnson to assign	Inventory
	BMI CollectIT Interface
Adam Johnson to assign	Standard Fuel Interface

Sevastian Gurule	Citizen Self Service

B.8 Technical Team:

Client's Technical Team may be primarily responsible for overall system administration, security, and workflow. The Technical Team will also handle all data conversions, interfaces, and reporting for Client. It is expected that the Technical team will be responsible for system administration post go-live.

Client's technical team will be responsible for all technical aspects of the project.

Resource	Title
Felix Herrera	IT Applications Software Specialist
Tom Diaz	IT Applications Software Specialist
Debi Croney	IT Business Liaison
Aaron Star	IT Infrastructure Services

B.9 Upgrade Coordinator

The Client Upgrade Coordinator is the individual that is responsible for the coordination of activities related to upgrading Tyler's application during the project (if required). Additionally, this role is responsible for managing the upgrade process post go-live.

- Become familiar with the upgrade process and required steps
- Become familiar with Tyler's Release Life-cycle policy
- Utilize Tyler Community to stay abreast of the latest Tyler Release Life Cycle updates as well as the latest helpful tools to manage your upgrade process
- Assist with the upgrade process, if required, during implementation
- Manage upgrade activities post-implementation
- Manage upgrade plan activities
- Coordinate upgrade plan activities with Tyler and Client resources
- Communicate changes that will affect users and department stakeholders
- Obtain department stakeholder sign-offs to upgrade Live/Production environment
- Create and publish your site's multi-year, forward projection upgrade plan, based on the release lifecycle policy and the Client upgrade needs

Resource	Title
Felix Herrera	IT Applications Software Specialist
Tom Diaz	IT Applications Software Specialist

B.10 Client Tyler University Manager

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Client Tyler University Manager is responsible for the following roles:

- Work with the Tyler Project Manager(s) to map out standard curricula for users
- Communicate registration and enrollment requirements to Client users

- Monitor the progress of user's prerequisite courses
- Act as a Tyler University resource for users
- Work with Tyler Project Manager to import users

Resource	Title
Debi Croney	IT Business Liaison

B.11 Tyler Roles and Responsibilities

B.12 Tyler plans to leverage the strengths, skills and knowledge of its blended team members. In the tables that follow, a description of the various roles associated with the overall project team is provided. Tyler Executive Oversight

The Tyler Vice President of Implementation has indirect involvement with the project and is part of the Tyler escalation process. This team member offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions. The Tyler Project Manager or Regional Manager will apprise the Vice President of Implementation of known issues that may require assistance or impede project performance.

Resource	Title	Key Personnel
Chris Webster	Vice President - Implementation	No

B.13 Tyler Regional Manager

This team member has indirect involvement with the project and is part of the Tyler escalation process. Tyler Project Managers may consult the Regional Manager with issues and decisions regarding the project. The Tyler Regional Manager is responsible for:

Assignment of consultants and ensuring that availability, or lack of availability for consultants assigned to the Client project does not negatively impact the Client timeline.

- Assisting the Tyler Project Manager with resolution of issues Monitoring progress of the implementation and ensuring the project is on target to meet the desired objectives
- Monitoring overall quality of the project including quality of consulting deliverables
- Providing proactive personal communication with Client's Executive Sponsors, Client's Steering Committee, and/or Client's Project Manager

Resource	Title	Key Personnel

B.14 Tyler Project Manager

Tyler will assign one person the role of "Tyler Project Manager" and that individual will be responsible for the following.

- Serve as primary point of contact for Munis software items

- Coordination of all Tyler resources across all Munis modules, phases, and activities including development, conversions, forms, installation, reporting, implementation, and billing.
- Monitor and manage overall project risks
- Communicate regularly with the Client project manager
- Track completion of project tasks
- Escalate outstanding issues for approval within Tyler or coordinate change order process.
- Monitor project quality
- Identify and communicate any Client risks that may negatively impact the project.

Resource	Title	Key Personnel

B.15 Tyler Implementation Consultants

Tyler's Implementation Consultants will bring to the project Tyler Munis knowledge as well as industry knowledge of public sector practices and processes that will enable each consultant to advise Client on the most appropriate way of configuring Munis and overall achievement of the Client project scope and goals. Tyler Implementation Consultants are responsible for:

- Deliver System Administration Training
- Conduct Knowledge Transfer Analysis
- Perform system design and set up table analysis
- Participate or conduct Static Environment Testing
- Assist with Tyler Forms design
- Assist with data conversion analysis
- Train the client in data conversion validation process
- Assist in testing and parallel process
- Conduct Core User training
- Deliver pre-live services
- Provide go live assistance
- Provide post live reconciliation and reporting training

Resource	Title	Key Personnel

B.16 Tyler Developers

The Tyler Developers are offsite resources responsible for:

- Performing detailed requirement gathering for contracted modifications (in scope enhancements, custom reports and custom interfaces)
- Reviewing the existing development queue and existing product offerings to determine if the desired functionality can be provided in a less expensive fashion
- Creating and delivering functional specifications for contracted modifications
- Programming and incorporating modifications per the specifications into the base product
- Performing internal quality assurance and developing technical and help documentation
- Providing custom development packages to be loaded into the Tyler system via the Munis Internet Update (MIU) utility
- Performing and providing any necessary modification defect corrections

B.17 Tyler Implementation Programmers

The Tyler Implementation Programmers are offsite resources responsible for:

- Validating customer data files are readable
- Developing customized conversion programs to convert legacy data into the Tyler database for production use according to defined mapping.
- Providing custom conversion packages to be loaded into Tyler's system via the Munis Internet Update (MIU) utility.
- Providing error reports on unsupported data conditions and the merging or normalization of data fields. Assisting Client with understanding and interpreting those reports.
- Perform modifications and corrections to customized conversion programs as data anomalies and exception conditions are discovered

B.18 Tyler Forms Designers

The Tyler Forms Designers are offsite resources responsible for:

- Providing specifications, or Forms Kits, for all forms in scope
- Reviewing requirements for equipment and supplies
- Developing and provide form mock-up designs
- Conducting review of client's form mock-up sheets
- Developing final form designs
- Testing forms and modifying as appropriate based on test results
- Working with Client team members on the results of functional testing and making changes to address issues from testing
- Configuring and installing forms software and approved forms
- Producing design and troubleshooting documentation for forms

B.19 Tyler Support Account Manager

Tyler Support Account Managers are offsite resources responsible for the following the first year after each phase go-live:

- Providing post-implementation client management and planning services
- Planning and preparing for key first year processes such as year-end and W-2 processing
- Assisting Client plan release upgrades

B.20 Tyler Technical Support Specialist

Tyler Support Specialists are offsite resources responsible for:

- Managing incoming customer issues via phone, email and online customer incident portal
- Documenting and prioritizing issues in Tyler's Customer Relationship Management (CRM) system
- Providing issue analysis and general product guidance
- Tracking issues and tickets to timely and effective resolution
- Identifying options for resolving the reported issue
- Reporting and escalating defects to Tyler Development
- Communicating with customers on the status and resolution of reported issues

Section C: Project Management

This section outlines key project management tasks that are to occur throughout the project.

C.1 Project Plan Development and Management

Tyler will create the project plan for phase one within (thirty) 30 calendar days from the first project planning call, which is to occur after the contract signing and will help Tyler get the information necessary to complete the project plan. Project plans for phase 2 and 3 shall be completed at least sixty (60) calendar days prior to the start of any Phase 2 or 3 activities Once the project plan is approved by Client, Tyler's project manager will edit and update as necessary as part of regularly scheduled project management meetings with Client's project manager(s).

All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Project Tasks that are not completed by the due date may adversely affect the project schedule and live dates.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review project plan for compliance with SOW and Project Scope	• Review project plan for compliance with SOW
Project Manager	• Work with Tyler project manager to develop project plan	• Take lead in developing project plan
Project Team / Implementation Consultant	• Review project plan	• Review and become familiar with full project plan
Subject Matter Expert / Other	• Identify applicable meetings/deadlines on project plan and plan accordingly	• Identify applicable meetings/deadlines on project plan and plan accordingly

C.1.1 Requirements/Notes

The Project Plan will contain:

- Project's activities and tasks
- Dates of project activities and tasks
- Specific resources assigned to project tasks
- Detailed Project schedule / Work Breakdown Structure (WBS) featuring phases, deliverables, and work packages
- Control Points and Deliverables
- Client Review Periods for Control Points and Deliverables
- Project Acceptance of Implementation Control Points
- Decisions will be made in a timely fashion in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the project schedule as each analysis and implementation session builds on the decisions made in prior sessions
- The project plan will be consistent with the SOW

- All homework and other activities required of either the Client Project Team or Tyler consultants will be included on the project plan.

C.2 Project Status Reports

Tyler will prepare project status reports every month throughout the project. Project reports are intended for the Client Executive Sponsor, Client Steering Committee, Tyler Executive Oversight, and Tyler Regional Manager and provide the following key elements:

- Project Status
- Summary of accomplishments
- Status of Control Points and Deliverables
- Upcoming tasks and schedule
- Assist with Identification Issues/Risks (including issues/risk that may impact project goals)
- Planned risk mitigation strategy
- Summary of change requests.
- Budget Reconciliation

Tyler Project Managers will also review project progress and status with the project leads and team members for both Tyler and Client on a weekly basis, or more often if deemed necessary by either the Tyler Project Manager or Client Project Managers.

	Client Role	Tyler Role
Steering Committee/Regional Manager	• Review status reports	• Review status reports
Project Manager	• Provide any necessary updates for status reports • Participate in weekly status meetings • Review status reports	• Prepare status reports • Post status report to project SharePoint • Facilitate weekly status meeting
Project Team / Implementation Consultant	• Review status reports • Participate in weekly status meeting if necessary	• Participate in weekly status meeting if necessary
Subject Matter Expert / Other		

C.2.1 Requirements/Notes

The format for the status reports will be mutually agreed as part of the project planning phase of the project.

Client will cooperate and provide information for inclusion on the status report.

Tyler will submit one status report that identifies issues related to the entire project. In the event that Tyler has multiple resources working on the project at one time, the Tyler project manager will coordinate issues and submit one status report.

The Status report will be delivered at least two (2) business days prior to any scheduled Executive Sponsor, Steering Committee, or Project Manager meeting at which the status report is being discussed.

C.3 SharePoint

Tyler will provide a SharePoint site that will serve as the primary collaboration tool for use on the project. The SharePoint site will contain the project plan, all Tyler project documents, any Client project documents, any deliverables, sign offs, change orders or other documents that will be shared with the project team.

	Client Role	Tyler Role
Steering Committee	• Review SharePoint site as necessary	• Review SharePoint site as necessary
Project Manager	• Manage Client information on SharePoint Site	• Manage overall SharePoint site include set up of SharePoint folders
Project Team / Implementation Consultant	• Utilize SharePoint site for project documents (both posting and downloading)	• Utilize SharePoint site for project documents (both posting and downloading)
Subject Matter Expert / Other	• Review SharePoint as necessary	• Post trip reports and other documents as necessary.

C.3.1 Requirements/Notes

As part of the Project Kick Off, The Tyler Project Manager will provide an overview of the SharePoint Site, its organization, included documents and policies for use.

The Client and Tyler will mutually agree upon SharePoint use for the project.

Tyler performs a daily routine backup for all Client SharePoint sites using industry standard backup techniques and processes. Site-specific backup files can be provided as a billable service with a minimum of 4 hours charged for each backup file using the contracted Tyler rate for implementation services. Tyler does not provide SharePoint consulting services to restore provided backup files in client-hosted environment.

C.4 Agendas

Tyler's project manager will provide agendas at least 2 weeks prior to any on-site meeting. Agendas will include:

- Session Title
- Session Objectives
- Required Attendees
- Prerequisites (eLearning and documents)
- Session Topics
- Requirements (classroom)
- Known homework tasks to be assigned

	Client Role	Tyler Role
Steering Committee	• None	None
Project Manager	• Review Agenda • Distribute to Meeting Participants	• Develop agendas • Post agendas to SharePoint

Project Team / Implementation Consultant	• Review Agendas prior to meeting	• Review agendas prior to meeting
Subject Matter Expert / Other	• Review agendas prior to meeting	• Review agendas prior to meeting

C.4.1 Requirements/Notes

- Upon submission of the agenda, Client shall review and provide comments or questions on the agenda within five (5) business days. Tyler shall make any required revisions promptly to allow for appropriate meeting preparation.
- All meeting participants will review meeting agendas prior to the meeting.

C.5 Executive Steering Committee Meetings

The Project Communications Plan developed at the beginning of the project (as part of the implementation management plan) will identify a meeting schedule for the Client Executive Steering Committee. It is expected that the Executive Steering Committee will meet on a regular basis and Client project managers, will prepare the Executive Steering Committee Agenda prior to all scheduled Executive Steering Committee meetings. The Executive Steering Committee agenda will include any issues that require approval at the next meeting. If necessary, Tyler's Project Manager, or Regional Manager may participate in the Executive Steering Committee meeting either in person or by phone.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager or Tyler Executive Oversight	• Participate in meetings at least once per every 2 weeks	• Participate in Steering Committees as necessary
Project Manager	• Develop agenda for steering committee meeting	• Participate in Steering Committees as necessary
Project Team / Implementation Consultant	• None	• None
Subject Matter Expert / Other	• None	• None

C.5.1 Requirements/Notes

In the event that there are project issues that require Tyler's on-site participation, Client will not be required to reimburse the costs of travel for Tyler's Project Manager, Regional Project Manager, or Tyler Executive Sponsor's on-site participation Client may cancel Executive Steering Committee Meetings if there are not a sufficient number of items to discuss or if items can be deferred until the following meeting.

C.6 Site Reports

Each Tyler resource that is on-site for project activities with Client will provide a site-report and post to the Tyler SharePoint site. All site reports will contain meeting notes, issues, and documentation of any decisions during the visit. Site reports will be completed within one week for each visit. Tyler will be responsible for taking any issues or risks identified in the site reports and adding it to the Issues Log.

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Review site reports	• Review site reports

Project Team / Implementation Consultant	• Review site reports	• Complete site reports
Subject Matter Expert / Other	• Review site reports	• Complete site reports

C.6.1 Requirements/Notes

- Any issues identified on the site report will also be identified on the Project Issues Log
- All site reports will be completed no later than one week after completion of a site visit.
- All site reports will be reviewed and edited for quality by the Tyler project manager prior to posting to SharePoint for Client review.
- The Tyler Project Manager will be responsible for ensuring that site reports are complete and accurate.
- Completion of site reports will be part of acceptance criteria for each phase.

C.7 Issues Log and Issue Tracking

Tyler will maintain a list of issues (both open and closed) that have been identified for the project on the SharePoint site. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues Log.

Upon identification of project issues, risks, and key project decisions both Tyler and Client team members are responsible for adding the issue to the Issues Log. For each identified issue, the following information will be captured:

- Issue Number
- Reported by/date
- Status (i.e. new, open, closed, pending)
- Module/Business Process
- Priority
- Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

Client and Tyler Project Managers will review the Issues Log during project status meetings, or in individual meetings as needed. Client and Tyler Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution. During the critical phases of the project, Client and Tyler Project Managers will review the issues log on a daily basis.

Issues identified through the Issues Log will be resolved by the implementation team or the Tyler implementation team will coordinate as necessary with Tyler's internal resources.

	Client Role	Tyler Role
Steering Committee / Tyler Regional Manager	• Serve as point of escalation of issues	• Serve as point of escalation of issues
Project Manager	• Document and review issues	• Document and review issues

Project Team / Implementation Consultant	• Document issues	• Document issues
Subject Matter Expert / Other	• Report issues to Project Manager or Project Team Lead	• Report issues to Project Manager

C.7.1 Requirements/Notes

- At any time during the project, if Client is not satisfied with the level of response from the Tyler Project Managers or Tyler Regional Manager, or if the Tyler Project Manager or Tyler Regional Manager do not have the ability to make key decisions or resolve potential issues, Client will reserve the right to escalate the issue to the Tyler Executive Oversight Team. Tyler's Executive Oversight Team will have responsibility for overall project delivery.

C.8 Risk Management

Client and Tyler will jointly work to identify and communicate risks and identify strategies for mitigating the impacts of project risks.

	Client Role	Tyler Role
Steering Committee	• Address any issues escalated to the Steering Committee level	• Address any issues escalated to the Steering Committee level
Project Manager	• Monitor risks and communicate any identified risks to the Tyler project manager and Steering Committee	• Monitor risks and work with Client project manager to develop risk mitigation plans
Project Team / Implementation Consultant	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager
Subject Matter Expert / Other	• Communicate any risks to the Client project manager	• Communicate any risks to the Tyler project manager

C.8.1 Requirements/Notes

- Risks will be monitored, recorded, and assessed using an agreed upon methodology in the Tyler Risk Plan. All risks will be actively monitored by both Tyler and Client
- Tyler will have responsibility for maintaining the project risk plan.

C.9 Scope/Contract Change Process

Tyler acknowledges that any scope change proposal that affects the total cost of the project is subject to the Client's policies and must provide adequate time for consideration. Client acknowledges that such scope change proposals may affect the implementation costs, schedule and go-live dates, which will be changed by mutual agreement. All scope change proposals shall be governed by the terms and conditions of the Master Agreement.

C.9.1 Implementation Services Change Process

If Client requires the performance of services, including any implementation, consulting, training, or conversion services that are not then being performed, or requires a change to the existing services, Client's Project Manager shall deliver to the Tyler's Project Managers an implementation services scope

change request specifying the proposed work with sufficient detail to enable Tyler to evaluate it. Tyler, within ten (10) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request, shall provide Client with a written scope change proposal containing the following:

- Detailed description of resources (both Tyler and Client) required to perform the change
- Implementation Plans
- Schedule for completion
- Acceptance criteria
- Impact on cost and schedule
- Impact on project goals and objectives
- Price

C.9.2 Product Enhancement/Change Process

If the Client requires the modification of the products in scope, including any interface not in scope, the Client's Project Manager shall submit the request via the Enhancement Request Process documented on Tyler Community specifying the proposed enhancement with sufficient detail to enable Tyler to evaluate it.
Tyler has two different types of Product Enhancement Requests:

1. Product Suggestions - Suggestions will not be assigned submission numbers, will not be officially tracked and will not receive a response. Throughout the development planning cycle, Tyler's Strategic Review Committees will analyze thousands of suggestions. Tyler will work to identify patterns within the suggestions, which will help us best determine the areas of the product needing to be addressed.

2. Request for Development Quote - Requests are submitted via the Request for Development Quote website, assigned a submission number for tracking purposes and reviewed by our Development Teams. Tyler, within thirty (30) business days, or longer as may be mutually agreed between the parties, following the date of receipt of such change request. If the request is not generally consistent with the current direction of the respective product Tyler will notify Client in writing; otherwise Tyler shall provide Client with a written development scope change proposal containing the following:

    - Specification
    - Schedule for completion
    - Minimum version requirements
    - Any additional implementation services required, such as project management, conversions, forms output and/or training outside of the current project scope
    - Impact on current cost and schedule
    - Impact on project goals and objectives
    - Response Due Date
    - Total cost

    All Request for Development will be coordinated and/or approved first by Client Project Manager or other designee and Tyler Project Manager. Development requests will also be identified on the issues log and elevated to Client Executive Team for review at the next Executive Team meeting.

By the Response Due Date Client shall notify Tyler in writing if Client elects to proceed with the Development request. Tyler's Project Manager will submit the approved Development request to Tyler's Contract team to create a contract amendment. Tyler will schedule the work described in the Development change request upon Tyler's receipt of a signed contract amendment. If, by the Response Due, Client gives notice to Tyler not to proceed, or fails to give any notice to Tyler, then the scope change proposal shall be deemed withdrawn and Tyler shall take no further action with respect to it.

	Client Role	Tyler Role
Steering Committee	• Review and approve change proposals	• None
Project Manager	• Communicate requested changes to Tyler	• Coordinate change process • Communicate requested changes to Client
Project Team / Implementation Consultant	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager
Subject Matter Expert / Other	• Communicate issues, risks, and other potential change items to Client project manager	• Communicate issues, risks, and other potential change items to Tyler project manager

C.9.3 Requirements/Notes

- Client acknowledges that such scope change proposals may affect the implementation schedule and Go-Live Dates, which will be changed by mutual agreement.
- Within the timeframe specified in Tyler's scope change proposal, which timeframe shall not be less than ten (10) business days from Client Project Managers' receipt of such scope change proposal, Client shall notify Tyler in writing if Client elects to proceed with the change proposal.
- All scope change requests and scope change proposals will be approved first by Client Project Managers and Tyler Project Managers. Scope change requests that impact the project timeline and/or the project Control Points, including costs will also elevated to Client Executive Steering Committee for review

C.10 Implementation Control Point and Deliverables:

When complete, all Deliverables and Control Points require acceptance from the Client project manager. Upon completion, the Tyler project manager shall notify the Client project manager and provide any necessary documents for review.

	Client Role	Tyler Role
Steering Committee	• Review any issues escalated from the Client or Tyler project manager	• Review any issues escalated from the Client or Tyler project manager
Project Manager	• Review and accept/reject • Provide feedback on rejections • Review control point and upon completion grant sign off	• Coordinate acceptance process • Review control point and upon completion grant sign off

Project Team / Implementation Consultant	• Review control point	• Review control point
Subject Matter Expert / Other	• Review control point	• Review control point

C.10.1 Implementation Control Point and Deliverable Acceptance Process

The following process will be followed for accepting Deliverables and Control Points:

1. Tyler shall submit each Control Point or Deliverable to Client for review. Upon completion each Control Point or Deliverable, Tyler shall present an acceptance form.

2. If Client does not agree that the particular Deliverable or Control Point has been met, Client shall notify Tyler, in writing, with its reasoning within ten (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the delivery.

3. Tyler shall correct any deficiencies and resubmit the Deliverable or Control Point within five (5) business days. Client shall then have five (5) business days from receipt of the resubmitted Deliverable or Control Point to accept or again submit written notification of its reasons for rejecting the Control Point or Deliverable. If you do not sign off within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, the Deliverable or Control Point will be deemed as accepted.

4. The process set forth in the paragraphs above shall continue until all issues have been addressed and the Deliverable or Control Point is accepted by the Client.

5. Acceptance will be initiated and managed by utilizing the Tyler SharePoint workflow approval process.

C.10.2 Requirements/Notes

- All review and acceptance periods will be identified on the project plan.
- The Client project manager will have decision authority to approve/reject all project Control Points and Deliverables
- Acceptance will be initiated and managed by utilizing the SharePoint workflow approval process.

C.11 Other Project Management Resources

C.11.1 Tyler University

To assist with the knowledge transfer of Tyler's products, Tyler provides a Learning Management System, or LMS, known as Tyler University. Tyler University is loaded with course curriculum and corresponding courses for users of all types. Courses provide step-by-step, interactive eLearning recordings that allows users to enroll and participate in session content on their schedule. Tyler University will be available to Client staff upon installation of Tyler's ERP system.

	Client Role	Tyler Role
Project Manager / Tyler University Manager	• Assist with creation of Tyler University user accounts • Ensure users are following curriculums	• Assist with creation of Tyler University user accounts • Provide user progress reports

	Client Role	Tyler Role
	• Monitor and communicate user progress to City management staff	
Project Team / Implementation Consultant	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• Communicate and identify prerequisite content on agendas and site reports.
Subject Matter Expert / Other	• Complete Tyler University prerequisites prior to attending related knowledge transfer or training courses	• N/A

C.11.2 Knowledge Base

Tyler provides a knowledge base website that allows users to search and receive training materials such as videos, step by step documentation, how to documentation, etc. Documentation and Release Notes are included with every new release and are distributed with each new release. Additionally, release notes and documentation are updated within the support knowledgebase. Knowledge base will be available to Client staff at the time of contract signing.

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Utilize Knowledge Base	• Provide reference to knowledge base documents
Project Team / Implementation Consultant	• Utilize Knowledge Base	• Provide reference to knowledge base documents
Subject Matter Expert / Other	• Utilize Knowledge Base	• Provide reference to knowledge base documents

C.11.3 Requirements/Notes

- Tyler will ensure that all referenced knowledge base documents are current and applicable for Client's project.
- References to documents on the knowledge base will be specific and direct Client to specific documents.
- Tyler will provide guidance and demonstrate to Client project team members how to use the knowledge base to find necessary information.

Section D: Technology Architecture

D.1 Hardware Requirements

Appendix 2: Hardware Requirements outlines the recommended system requirements for servers and client workstations supporting and accessing the Tyler ERP system.

D.2 Environments

As part of the project, Tyler will assist Client in establishing the following environments. All hardware specifications, requirements, and required staffing will support development of all listed environments. During the implementation project, environments will be established separately for each phase.

- Testing
- Training
- Training 2 for PR/HR phase
- Production/Live
- Implementation

D.3 Key Dates for Hardware Availability

To prevent delays in the implementation schedule, it is the responsibility of Client to have procured and installed all applicable hardware meeting the requirements listed in Section D.1 within calendar 60 days after the effective date of the Agreement. Failure to have necessary hardware within 60 calendar days may result in delay in installing the Tyler software on Client's hardware and may require changes to the implementation schedule.

Section E: Implementation

E.1 Implementation Methodology Overview

Each phase of the project will be implemented using the methodology defined below. Throughout the project methodology, Tyler has established control points (critical review points) to ensure an organization fully understands and accepts the project and to ensure that Tyler is providing quality services to assist in Client's implementation. It is at these check points that organizational stakeholders monitoring the overall project (for both Tyler and Client) must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next phase. Control points are defined in the section below and the process for accepting each is identified in Section C.11.

E.2 Control Points

To ensure quality and adherence to the methodology identified in this SOW, Tyler and Client have identified the following control points that must be formally accepted prior to moving on in the project. Control points are as follows:

Phase	Control Point	Description
1	1.1	Client Acceptance of Phase Schedule • Kick-off complete • Implementation Management plans accepted (DED 1-1) • Project Plan accepted and posted to project SharePoint site (DED 1-2) • User Manuals Provided (DED 1-3)
1	1.2	Chart of Accounts Design Acceptance • Chart of Accounts analysis complete • Chart of Accounts Workbook delivered • Chart of Accounts conversion loaded into Test/Train
1	1.3	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 1-4) • System design Document completed with initial to-be decisions (DED 1-5) • Static Environment Test plan accepted (DED 1-6)
1	1.4	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 1-5) • Acceptance to load final Chart of Accounts into Live/Production
1	1.5	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 1-8)
1	1.6	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production

		• Authorization to begin live processing
1	1.7	Phase Closure • Post-live training topics scheduled, if applicable • Lessons Learned (DED 1-9) • Support transition call complete
2	2.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 2-2) • User Manuals Provided (DED 2-3)
2	2.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 2-4) • System design Document completed with initial to-be decisions (DED 2-5) • Static Environment Test plan accepted (DED 2-6)
2	2.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 2-5)
2	2.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes • Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 2-8)
2	2.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
2	2.6	Phase Closure • Post-live training topics scheduled, if applicable • Lessons Learned (DED 2-9) • Support transition call complete
3	3.1	Client Acceptance of Phase Schedule • Kick-off complete • Project Plan accepted and posted to project SharePoint site (DED 3-2) • User Manuals Provided (DED 3-3)
3	3.2	Authorization to Proceed to SET • As-is/to-be analysis complete • Data Conversion Plan accepted (DED 3-4) • System design Document completed with initial to-be decisions (DED 3-5) • Static Environment Test plan accepted (DED 3-6)
3	3.3	Authorization to Proceed to Implementation • Static Environment Test complete • System Design Document updated with to-be decisions (DED 3-5)
3	3.4	Authorization to Proceed to Live Preparation • Training complete for all applicable processes

		• Go-live planning complete • Authorization to load Tyler Forms Libraries • Pre-live check list accepted (DED 3-8)
3	3.5	Sign-off to begin Live Processing • Go-live checklist complete • Authorization to load required data conversions into Live/Production • Authorization to begin live processing
3	3.6	Phase Closure • Post-live training topics scheduled, if applicable • Support transition call complete

* Note: Client may authorize Tyler to proceed with the project and withhold acceptance of the control point. For the control point to be accepted, all work identified under each must be complete.

E.3 Project Initiation

During this step, Tyler and Client will begin working to plan the project kick off meeting. The kick off will be scheduled and completed no later than sixty calendar (60) days after contract signing. During the kick off, Tyler's project manager will meet Client's project team and discuss project expectations and policies.

E.3.1 Task – Project Kick Off

	Client Role	Tyler Role
Steering Committee	• Participate in kick off meeting	
Project Manager	• Review SOW • Coordinate kick off meeting	• Review SOW • Coordinate kick off meeting
Project Team / Implementation Consultant	• Review SOW • Participate in kick off meeting	• Review SOW
Subject Matter Expert / Other	• Participate in kick off meeting	

E.3.2 Requirements/Notes

- All Tyler project managers and implementation consultants will become familiar with the contract, SOW, and any applicable Client policies.
- The kick off meeting presentation will be a collaborative effort between Client and Tyler
- Tyler will lead development of the kick off presentation (Client to provide input) and the kick off presentation will be developed specific to the Client project (not a generic kick off PowerPoint template).
- Kick Off meetings will occur prior to the beginning of each phase.

E.3.3 Outcomes/Deliverables

- Deliverables: None
- Project Outcomes:
  - Introduction of all key Client project team members
  - All project team members understand project and contract requirements
  - Client project team members understand Tyler implementation approach

E.4 Project Planning

Client and Tyler will work to develop customized project plans and implementation management plans that document key project management processes and policies. The project management plans will establish project policies for the duration of the project and be consistent across all phases of the project. Overall project planning will occur at the beginning of the project for all phases and the implementation management plan (DED-1) will be developed to cover all phases. As part of the implementation management plan tasks Tyler will provide change management training. The project plan, as defined in Section C.1 will occur in phases

E.4.1 Develop Implementation Management Plans

	Client Role	Tyler Role
Steering Committee	• See DED 1	• See DED 1
Project Manager	• See DED 1	• See DED 1
Project Team / Implementation Consultant	• See DED 1	• See DED 1
Subject Matter Expert / Other	• See DED 1	• See DED 1

E.4.2 Develop Project Plan

	Client Role	Tyler Role
Steering Committee	• See Section C.1	• See Section C.1
Project Manager	• See Section C.1	• See Section C.1
Project Team / Implementation Consultant	• See Section C.1	• See Section C.1
Subject Matter Expert / Other	• See Section C.1	• See Section C.1

E.4.3 Requirements/Notes

- Project Planning will occur in full during Phase 1. For subsequent phases, the Tyler project manager and Client project manager will review plans and make any necessary changes, as applicable.

E.4.4 Outcomes/Deliverables

- Deliverables:
  - Deliverable 1: Implementation Management Plans (DED 1)
  - Deliverable 2: Project Plan/Schedule (DED 2)
  - Deliverable 3: Standard Tyler Munis User Manuals (DED 3)

- Project Outcomes:
  - Project Plan Complete
  - Project Plan Includes Full Scope of Project and is Consistent with SOW Tasks
  - Implementation Plans complete and all project stakeholders understand key project management processes and roles throughout the project.

- Control Point(s):
  - Phase Schedule Accepted

E.5 Structural Foundation

The Structural Foundation includes tasks required to start a Munis implementation.

E.5.1 Chart of Accounts (CoA) design

	Client Role	Tyler Role
Steering Committee		• None
Project Manager	• Coordinate COA Spreadsheet Build	• Coordinate COA sessions
Project Team / Implementation Consultant	• Build CoA Spreadsheet • Review and confirm CoA in spreadsheet was loaded correctly •	• Discuss CoA options • Facilitate discussions on CoA Best practices • Demonstrate CoA options in Munis • Train Client on preparing CoA Spreadsheet • Review and validate CoA spreadsheet
Subject Matter Expert / Other		• SaaS to load converted CoA into Munis

E.5.2 Software installation

	Client Role	Tyler Role
Steering Committee	• None	• None
Project Manager	• Coordinate software installation activities	• Coordinate software installation activities
Project Team / Implementation Consultant	• None	• None

Technical Team	• Assist with install
	  ○ Assist with VPN device install
	  ○ Setup and Install workstations
		• Install software

E.5.3 Initial System Administration Training.

	Client Role	Tyler Role
Steering Committee	• None	• None

Project Manager	• Schedule training attendees	• Coordinate Training
Project Team / Implementation Consultant	• Attend Training	• Provide Training • Provide training materials/documentation
Subject Matter Expert / Other	• Attend Training (Client Technical Team)	• None

E.5.4 Project Team Overview:

During this step, Tyler will provide Client Project Team members an overview on standard functionality and module integration points to better understand the system prior to making any project or business processes decisions.

	Client Role	Tyler Role
Steering Committee		• None
Project Manager	• Schedule training and secure training facilities • Attend scheduled sessions	• Schedule and coordinate • Provide overview system training on standard Munis features • Provide "how-to" documentation for all purchased modules
Project Team / Implementation Consultant	• Attend sessions	• Provide overview
Subject Matter Expert / Other	• Attend sessions, as necessary	• None
Tyler University Manager / Tyler Project Manager	• Provide project team login details and curriculum assignments for Tyler University • Ensure users are able to access and enroll in Tyler University courses	• Provide Tyler University user and curriculum requirements Coordinate setup of Tyler University users

E.5.5 Requirements/Notes

- With the exception of project team training, Structural foundation will only occur for Phase 1

Chart of Accounts

- Client will complete the Tyler Munis CoA workbook as instructed by Tyler consultants
- Tyler consultants will explain and follow up on any Client questions related to most applicable configurations of the CoA.
- Tyler consultants will review all federal, grantor, or other requirements for the Client chart of accounts and ensure that the set up will be sufficient to handle any reporting, tracking, or budgeting needs of Client.

Installation

- Tyler will install any third party software included as part of the scope of the project phase

System Admin Training

- System admin training will be provided for the Client Technical Team and select members of the Client Project Team.

Project Team Overview

- Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on Tyler University, the project SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing any necessary documents for the users, as needed.
- Prior to scheduled sessions, all users must have access to the training environment. The users must have logins established and know how to access the training environment.
- Project team members will be setup and enrolled in their respective Tyler University curriculums with enough time to complete prerequisite courses.
- Project Team shall complete all prerequisite Tyler University requirements prior to attending related training sessions.

E.5.6 Outcomes/Deliverables

- Deliverables:
  - N/A
- Project Outcomes:
  - Munis successfully installed and system installation accepted by Client
  - Project team members trained on standard Munis features
  - Chart of accounts defined and loaded into Munis.
- Control Point(s):
  - Chart of Accounts Design Acceptance

E.6 Knowledge Transfer

Knowledge transfer for the project includes tasks necessary to, conduct an as-is analysis, provide to-be demonstrations, and document system set-up decisions. As part of the as-is analysis, Tyler will review all in scope items (both functional and organizational) scope to best assess how the Client should be configuring Munis. Prior to the project, Client completed detailed as-is process maps. Tyler consultants will review all Client documentation and be familiar with current processes prior to analysis meetings. As-is analysis is intended to review detailed Client needs and how Munis would be configured to meet these needs.

E.6.1 As-Is Analysis

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Complete process questionnaires • Participate in As-Is Sessions	• Review Client project documentation • Review as-is process maps • Provide process questionnaires • Conduct analysis of Client business processes • Identify detailed configuration

		requirements • Review inventory of processing, configuration and data flow options
Subject Matter Expert / Other	• Participate in As-Is Sessions	

E.6.2 Data Conversion Analysis

Tyler consultants will complete a data conversion analysis. During the analysis current data systems will be reviewed and consultants will determine with Client staff a plan for data conversion. Data conversion plan will include:

- Scope of data conversion
- Level of detail converted
- Historical data converted
- Identification of current data sources
- Strategy and timing for data conversion

Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Make decisions on data conversion plans • Identify current data to be converted	• Review contracted data conversions • Review current data • Provide recommendations for data conversion
Subject Matter Expert / Other	• Identify current data to be converted	

E.6.3 Security Analysis

Application security needs are defined during analysis. All user access roles and permissions are reviewed and options are discussed and implemented along with their particular module. Tyler will conduct the security analysis for all the types of users being implemented within each phase. As part of the security analysis, Tyler will deliver a security matrix to assist Client to identify appropriate permissions and roles needed to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate	• Coordinate
Project Team / Implementation Consultant	• Attend meetings • Make security decisions • Document security decisions in security matrix	• Review Client business process and facilitate process to define user access roles and permissions • Identify correct Munis security

		features to match to Client business process decisions
Subject Matter Expert / Other	Participate	

E.6.4 Workflow Analysis

Workflow business rules are defined during analysis and users will be trained to set up all workflow functionality to accommodate Client's business practices. All available workflow options are discussed and implemented along with their particular module analysis and setup training sessions. Tyler will conduct the workflow analysis for all workflows applicable to the modules being implemented and processes decided upon. As part of the workflow analysis, Tyler will deliver a workflow matrix to assist Client to identify appropriate workflow roles and processes configurations to meet Client business processes.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Attend meetings • Make workflow decisions • Document workflow decisions in workflow matrix	• Review Client business process and facilitate process to define new Munis workflows • Identify correct Munis workflow features to match to Client business process decisions
Subject Matter Expert / Other	Participate	

E.6.5 Custom Interface Analysis

Custom Interfaces involve creating custom layout, web services, etc. for the purpose of receiving, sending, or exchanging data between Munis and a third party system.

So long as the 3rd party system integrating with Munis can use the existing Munis formats / methods, then programming charges will not be required. However, if Tyler needs to change any of its formats to meet the needs of 3rd party products, the desired changes would follow the process outlined in the Scope/Contract Change Process section.

Tyler will train on the standard import and export functionality within the contracted modules, as needed.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Identify requirements for interfaces • Coordinate third party interface needs/development • Document Interface	• Review existing standard interface options within Munis
Subject Matter Expert / Other	Participate	

E.6.6 Program Modifications Analysis

Program customizations or modifications ("Program Modifications") require changes or additions in program functionality in order to affect some new, desired result within the Munis programs. No program modifications have been identified and contracted in the scope of this project. Desired changes would follow the process outlined in the Scope/Contract Change Process section.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• See DED 07	• See DED 07
Subject Matter Expert / Other	Participate	Participate

E.6.7 To-Be Decisions

	Client Role	Tyler Role
Steering Committee	• Review business process decisions • Make decisions elevated to steering committee	
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Make decisions on business process • Document system design decisions • Develop customized user documentation • Conduct internal meetings to review design decisions for Static Environment Test	• Conduct analysis of desired process changes • Review available options • Review module parameters, code configurations and work flow options • Conduct analysis of set up tables codes and parameters • Review Munis set up options to facilitate to-be decisions • Prepare System Design Document (DED –5)
Subject Matter Expert / Other	Participate	

E.6.8 Requirements/Notes

- All project decisions will be documented in a system design document (DED 5).
- Project decisions and system design documentation will reference the Client functional requirements as outlined in the scope of the Tyler proposal responses to the City RFPs, specifically in Attachment B to each RFP, as well as any new in-scope requirements identified through the As-Is Analysis and To-Be Analysis processes.

E.6.9 Outcomes/Deliverables

- Deliverable(s):
  - Data Conversion Plan (DED 4)
  - System Design Document (DED 5)

    - Workflow Matrix
    - Security Matrix
  - Modification Specifications, if applicable (DED 7)

- Project Outcomes:
  - Review and analysis of all Client business processes in scope for project
  - Client and Tyler review of best practice recommendations and decision on to-be process
  - Client makes all necessary business process and configuration decisions
  - Tyler documents all Munis set up decisions in system design document

- Control Point(s):
  - Authorization to Proceed to Static Environment Test

E.7 Static Environment Test (SET)

The Static Environment Test (SET) is designed to test and prove the process decisions made during business process consulting. This test is completed on a clean database with a subset of hand entered (not converted) data provided by Client. This ensures that Client is familiar with the data being tested and is able to verify the processes as the test is conducted by Tyler staff. After the SET is complete, implementation activities such as conversions, core user training and testing will begin.

For the payroll phase of the project, SET will occur after initial set up table training and training on how to build employees. This will allow Client Core Users to view the process using their actual set up and data, and to make process decisions based on the required set up. The first pass of the employee master and deductions may also be done prior to the SET. The Tyler Project Manager will include all activities and their timing in the payroll phase project plan.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	Coordinate
Project Team / Implementation Consultant	• Prepare/gather test data • Review and provide feedback on SET test script • Participate in SET Test Session • Assess project decisions and validate/correct project decisions. • Revise system design document as required. • Re-perform SET Test for any changes to major decisions	• Develop SET Test Script (DED 6) • Facilitate and lead SET Test • Document results from SET Test • Re-perform SET Test for any changes to major decisions • Send forms output data to Tyler Forms team for each form in the scope of the respective Phase.
Subject Matter Expert / Other	Participate	

E.7.1 Requirements / Notes

- The Static Environment Test will be used to test business and configuration decisions. After the Static Environment Test, items that Client identified as open issues will be re-evaluated, new decisions made, and the items re-tested.

- The Static Environment Tests will be organized by module, but will include all necessary cross module processes so that Client can evaluate the integration between modules and its impact on business processes.

E.7.2 Outcomes/Deliverables

- Deliverable(s):
  - Static Environment Test Plan (DED 6)

- Project Outcomes:
  - Major business process and Munis set up decisions are tested and validated.
  - Forms output data sent to Tyler Forms to begin the forms design process
  - Client ready to begin full configuration of Munis consistent with DED 5: System design document
- Control Point(s):
  - Authorization to Proceed to Implementation

E.8 Implementation

The implementation process includes table building and setup, data conversion and proofing, forms design and testing, modifications and interface testing, core user training, and parallel processing or process testing.

E.8.1 Table Building and Set Up

Tyler will train Client on all system set up tables (codes, global settings, user permissions, etc.). Client is responsible for entering codes into the live Munis database, as instructed.

	Client Role	Tyler Role
Steering Committee		
Project Manager	Coordinate	
Project Team / Implementation Consultant	• Client builds Set Up tables • Client builds Workflow	• Train Client on completion of Set Up Tables according to analysis sessions • Train Client on Workflow completion
Subject Matter Expert / Other	• Client builds Set Up tables • Client builds Workflow	

E.8.2 Data Conversion and Proofing

Tyler will train Client on the use of all programs needed to proof conversion data. That includes maintenance, inquiry, and reporting programs. Tyler will assist Client on all initial conversion passes so that Client has the necessary knowledge and tools to proof conversion data. Client is responsible for proofing conversion data and signing off before the conversions are loaded into LIVE.
Tyler will provide detailed Conversion schemas as a guide to the types of data that can be converted, the specific fields available in Munis and other significant information. These schemas are distributed for all purchased conversions and help guide the data mapping process.

	Client Role	Tyler Role
Steering Committee		
Project Manager		Schedule 2 full passes of each conversion with all applicable tasks within the Project plan. Subsequent passes scheduled as needed.
Project Team / Implementation Consultant	• Client pulls data from legacy system (-) • Client produces balancing reports • Client documents and submits needed corrections to conversion	• Train Client on methods for validating converted data in Munis
Subject Matter Expert / Other	• Client pulls data from legacy system (-) • Client produces balancing reports • Client is responsible for producing reports from the legacy system at the time of data extraction. These reports are critical for use during conversion validation • Tyler will produce an error report outlining errors that result from running Client's data through the conversion program. Client is responsible for reviewing the report and investigating solutions • Client validates converted data using error reports, balancing reports, etc.	• Prepare system parameters and codes to align with data mapping • Write and execute program to convert submitted data according to crosswalk • Through analysis, fields in legacy systems and Munis will be outlined for conversion. Tyler staff will use best efforts to direct Client on the legacy source files and desired fields for conversion mapping • Tyler will program conversion programs according to the accepted file submission layout. • SaaS to load all conversion passes as directed by Tyler PM •

E.8.3 Forms Design and Proofing

Using the data extracted during the Static Environment Test process, output data is sent to Tyler's Forms Design team to create proofs for each of the forms in scope for the respective Phase. Tyler's Forms Team merges the data according to the decisions and options from the Forms Kits. The proofs are sent back to Client in an iterative process to review for accuracy or report any necessary adjustments. Once Form proofs have has been accepted and forms are loaded on Client's server, testing continues throughout the balance of the implementation. The goal, at a minimum, is to print forms as part of SME training so that both the content and process are validated repeatedly.

	Client Role	Tyler Role
Steering Committee		

Project Manager	• Client accepts form design and authorizes installation	
Project Team / Implementation Consultant	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Assist in data mapping questions • Assist in issue resolution
Subject Matter Expert / Other	• Client fills out Tyler Forms Kits • Client validates form design, content and layout • Submit forms to bank for approval.	• Tyler Forms creates form designs from Client mock-ups • Tyler Forms merges data from To-Be Test with Form designs • Tyler sends form design proofs for review and acceptance • Tyler Forms installs Forms Server on client Forms server • Tyler installs Forms Library on client forms server

E.8.4 Program Modifications/Interfaces

In the event of an approved Scope Change involving a Program modification or interface, Tyler will provide all in scope program modifications and interfaces according to the timelines mutually agreed to and documented on the project plan. Upon receipt of the program modification or interfaces, Tyler consultants will initially test the program modification or interface to ensure it meets the specifications identified in DED 7 and then submit to Client for additional testing.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Modification sign off	• Coordinate sign off
Project Team / Implementation Consultant	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	
Subject Matter Expert / Other	• Client will validate performance of customization through repeated unit testing as well as process testing throughout implementation	• Tyler will program changes as outlined in the signed specification document. Changes subsequent to sign-off will be considered out of scope and may require repetition of previous steps • Tyler's QA team will test customization within applicable, impacted modules • Tyler will deliver and demonstrate customization as scheduled. Demonstration will include validating compliance with written specification • Programs will be developed to import/export Tyler data in format required • A document is created describing the interface and how to utilize it

E.8.5 SME Training

Tyler will train all Client SMEs to perform ongoing training of Decentralized End Users. The Tyler Project Manager will provide a proposed training schedule based on target live dates and availability of resources (Tyler Implementation Consultants, Client trainees, training room, etc.).

- Client Project Manager/Team will be trained according to the schedule developed by the Tyler Project Manager for the Education Plan detailed in the Tyler Implementation Management Plan (DED-01).

	Client Role	Tyler Role
Steering Committee		
Project Manager		Schedule 2 full PR Parallels with Tyler Staff, a 3rd parallel for client to run on their own
Project Team / Implementation Consultant	• Attend training on completing Trial Run/Parallel processes • Complete Trial Run/Parallel process steps, identify discrepancies and correct	• Perform test of Tyler Forms through process testing and training • Train Project Team Leads/Subject Matter Experts on applicable Munis processing • Train Client on completing Trial Run/Parallel processes • Train Client on process of printing and testing forms
Subject Matter Expert / Other	• Attend Training • Complete Trial Run/Parallel process steps, identify discrepancies and correct	
Project Team/Change Management Leads	• Attend Change Management Coach sessions	

E.8.6 Report Training

Training will be conducted during all phases of the implementation on Tyler reporting. Tyler uses a "train the trainer" approach, which will provide the Client Project Team the tools necessary to fully use the Tyler reporting tools and to train additional users on the subject matter as they see fit.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate report training	
Project Team / Implementation Consultant	• Attend report training	• Conduct report training
Subject Matter Expert / Other	• Attend report training	

E.8.7 Requirements / Notes

- **Table Building and Set Up –**
  - All homework tasks will be listed on the project plan

- **Data Conversion -** Tyler makes the following assumptions in providing a fixed-price data conversion approach:

- Legacy system data to be converted is provided in a non-proprietary format, such as fixed ASCII, CSV or character-delimited files
- Each legacy system data file submitted for conversion includes all associated records in a single file layout
- Each legacy system data file layout submitted for conversion remains static for all subsequent data submissions, unless mutually agreed upon in advance of the change.
- Legacy system data validation and control reports are provided with each data submission to ensure data files are complete and accurate
- Conversion validation is performed after each pass of converted data is loaded into a testing database. Use of control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. Client must review and provide authorization to proceed to final conversions before the pre-live period so that final conversion submissions have little or no risk of data or conversion programming issues. This authorization to proceed is necessary prior to live processing as the last step before data is loaded in the live database and live processing begins. This testing is part of pre-live assessment.
- Tyler will program conversion programs according to the accepted file submission layout. This layout must be maintained consistently for all future data submissions.

- **Forms Design**
  - Client must receive bank approval for all check forms a minimum of thirty (30) calendar days before live processing. This testing is part of pre-live assessment.
- **Program Modifications/Interfaces**
  - Tyler will provide a separate DED 7 for each contracted program modification
- **SME Training**
  - Training documents and videos used as prerequisites for the sessions will be referenced on the agendas and available on the SharePoint site or linked to our Knowledge Base for easy access by attendees. Client will be responsible for printing the necessary documents for the users, as needed.
  - Prior to scheduled training sessions, all users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Navigational Videos - Tyler will provide Knowledgebase URL links to any referenced or required Munis navigational videos to Client.

E.8.8 Outcomes/Deliverables

- Deliverable:
  - None

- Project Outcomes:
  - Munis system has been configured to meet the functional requirements, SOW, and System Design Document (DED 5).

- Control Point(s):
  - Authorization to Proceed to Live Preparation

E.9 Live Preparation

This step allows the Project Team to review the status of the project and its readiness to go live on plan. As part of live preparation, Client will complete user acceptance testing, end user training, final data conversions, and prepare a pre-live checklist.

E.9.1 User Acceptance Testing

User Acceptance testing is conducted both leading up to and following end-user training. While some recommend that user acceptance testing is all performed post end-user training, Tyler supports incremental user acceptance testing through trial run processing in Financials and parallel processing in Payroll and Human Resources. Early trial runs and parallels will most likely not involve end-users, once again isolating them from any issues that may be discovered through the process. Once processes are stabilized and can be completed without significant error, the user acceptance testing will expand to include End Users. Once the implementation project is complete, Client will have sufficient time as identified in the agreement to conduct full user acceptance testing prior to go-live.

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate User Acceptance Test	
Project Team / Implementation Consultant	• Create user acceptance testing scripts • Conduct User Acceptance Test • Document and prioritize all discrepancies between expected and actual test results	Facilitate user acceptance testing
Subject Matter Expert / Other	• Conduct User Acceptance Test	

E.9.2 End User Training

Client trainers will provide training to all of Client's End Users. Client will be responsible for End User Training.

E.9.3 End User Training

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Coordinate all logistics for End User Training	• Provide template training materials and template training agendas
Project Team / Implementation Consultant	• Develop training materials • Train End Users	• Schedule and track completion of training on the project plan
Subject Matter Expert / Other	• Attend Training	

E.9.4 Pre-Live Planning

	Client Role	Tyler Role
Steering Committee		

Project Manager	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective	• Meet to outline go-live steps, requirements and assignments • Evaluate readiness of Client staff to perform live process from training and change management perspective
Project Team / Implementation Consultant		
Subject Matter Expert / Other	• Client performs any desired stress testing	

E.9.5 Final Data Conversions

	Client Role	Tyler Role
Steering Committee		
Project Manager	• Client ceases activities in applicable legacy applications	
Project Team / Implementation Consultant	• Client ceases activities in applicable legacy applications	
Subject Matter Expert / Other	• Client ceases activities in applicable legacy applications • Client pulls Final Conversion data and submits to Tyler • Client validates converted data using error reports, balancing reports, etc. • Client accepts final conversions and authorizes them to be loaded in Live Database • Load data into Live environment	• Execute program to convert submitted final data according to crosswalk • Work with Client to confirm readiness to load data into Live environment

E.9.6 Requirements / Notes

User Acceptance

- User Acceptance periods will be scheduled in the project plan. Prior to User Acceptance, the system will be configured to meet all functional requirements.

End User Training

- End User Training will occur after User Acceptance is complete.

- Prior to scheduled training sessions, the Tyler and Client will make sure the following prerequisites are met:
  - Training Database - All users must have access to the Munis training environment. The users must have logins established and know how to access the training environment.
  - Tyler will provide interactive eLearnings to Client via Tyler University. The eLearnings demonstrate basic functions including: navigation, general concepts and process flow, add/update/output, search, and a common toolbar.

Pre-Live Planning:

- NA

Final Data Conversions

- NA

E.9.7 Outcomes/Deliverables

- Deliverable(s):
  - Pre-Live Checklist (DED 8)
- Project Outcomes:
  - All end-users included in training plan are trained on system and business processes
  - Client makes decision to go-live
- Control Point(s):
  - Signoff to Begin Live Processing

E.10 Live Processing

Upon the decision to go-live, Tyler's consultants will assist Client users in entering and completing transactions in the Live system as well as troubleshooting assistance for desired setup changes or data conversion issues.

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Client users utilize Munis for live processing	• Provide go-live assistance • Provide setup and data conversion troubleshooting
Subject Matter Expert / Other	• Client users utilize Munis for live processing	

E.10.1 Requirements / Notes

- Client will track any open issues or new issues though the issues log during Live Processing.

E.10.2 Outcomes/Deliverables

- Deliverable
  - NA
- Project Outcomes:
  - Client is using Munis for live processing

E.11 Post Live Process

After Client is using the system for live processing, Tyler will provide additional training using actual Client-processed data as outlined in the Requirements/Notes. A review of System Design document is done to ensure that the processes put into place using the Munis system are being adhered to, or adjusted as necessary.

Client, with input and assistance from the Tyler, will be responsible to execute against the post-go-live support plan and provide post go-live support in order to complete the conversion to Munis. This will include functional and technical assistance from Tyler in the following areas, per phase:

- Problem analysis and resolution
- Problem tracking
- Guidance and mentoring to Client staff who provide Munis application support functions and user help desk support (problem resolution)
- Respond to help requests and resolve system defects
- Coaching users on use of the new system
- Support and direct assistance for business owner departments (Finance, Procurement, Benefits, Human Resources, Information Technology, etc.)
- Provide proactive support and special attention to processes and departments for functions that are run for the first time during the post go-live period and any functions that are executed for the first time after the go-live period

	Client Role	Tyler Role
Steering Committee		
Project Manager		
Project Team / Implementation Consultant	• Review policy and procedure decisions	• On-site to resolve issues • Train Client on SSRS Reporting Tools • Facilitate review of policy and produce decisions • Provide training on reconciliation process
Subject Matter Expert / Other	• Client users utilize Munis for live processing • Record issues as identified	• Provide custom reports that are in-scope

E.11.1 Requirements / Notes

- Within the proposed go-live and through coordination with Client for the post-live plan, Tyler will provide post-go live support after go-live for each project phase.
- Tyler, within the proposed go-live, will also provide post-go live support for all key processes that are run for the first time outside of the initial post go-live support period. Such events include:
  - Fiscal Year End Activities
  - End of Year Payroll and 1099 Activities
  - Benefits Open Enrollment
  - Budget Development
- On-site or scheduled training sessions will be budgeted for and entered into the project plan. Non-scheduled support will also be available through Tyler Technical Support.
- Additional assistance beyond the phase/project closure will be considered out of scope and will require a change order or purchase order for additional services. Additional assistance beyond that specified here will be considered out of scope and will require a change order.

E.11.2 Outcomes/Deliverables

- Deliverable(s):
  - N/A

E.12 Phase Closure

This process allows for a formal transition to the Munis support team and a review of the lessons learned during this phase of the project in order to use these lessons on other phases or projects within Client or at Tyler. Lessons learned will be gathered and documented at each status meeting, and the final lessons learned document will include the lessons documented throughout the project phase.

	Client Role	Tyler Role
Steering Committee	• Grant final acceptance	
Project Manager	• Coordinate final acceptance process • Grant final acceptance for the phase	• Initiate transition to support • Facilitate Lessons Learned discussion and develop lessons learned document
Project Team / Implementation Consultant	• Document issues	• Troubleshoot and resolve issues related to user acceptance testing
Subject Matter Expert / Other		

E.12.1 Requirements / Notes

- Tyler's consultants will perform training on the identified post-live processes.
- Client-authorized users shall document and report issues through the provided Tyler support resources

E.12.2 Outcomes/Deliverables

- Project Outcomes:
  - Implemented system and Project satisfy all SOW terms and functional requirements as defined in Exhibit F of the Agreement
  - Lessons Learned (DED 9)
  -
  - Transitioned to Tyler Support
  - Final Acceptance

- Control Point:
  - Acceptance of Project/Phase Closure

Section F: Homework Requirements

The following outlines major expectations, requirements and, activities surrounding the implementation of the Munis solution:

- Tyler will provide in writing to Client the trainee prerequisites that must be completed prior to conducting all implementation or training sessions. All prerequisites will be identified on the project plan and communicated to Client in agenda's for each implementation or training session.
- Tyler instructors will provide their own instructional materials to Client, in PDF or similar format, before training sessions begin.
- Tyler will provide in writing to Client project manager after each training or implementation session what tasks that must be completed prior to Tyler personnel returning to the site. These tasks will be shown on the site report after each site visit and posted on the project SharePoint site. All tasks will also be listed on the project plan.
- Homework assignments and tasks will also be listed on the Project Plan along with due date and owner
- Typical homework items are as follows:
    - Complete set up of tables and codes based on training conducted
    - Practice on processes learned
    - Review any delivered documents prior to attending scheduled training session
- Should Client not be able to complete communicated prerequisites or tasks, the Client project manager is to bring it to the attention of the Tyler Project Manager immediately so that assistance can be offered or scheduling be revised.

Section G: Facility Requirements

The following outlines Client's requirements for providing a suitable work location to be used by the project.

- Client will provide a room to be used as a training lab for Tyler staff to transfer knowledge to Client resources as well as a place for Client staff to practice what they have learned.
- The room is to be set up in a classroom setting. The number of workstations in the room is to be determined by Client. It is Tyler's recommendation that every person attending a scheduled session with a Tyler Implementer have their own workstation; however, Tyler requires that there be no more than two people at a given workstation.
- A workstation is to consist of a computer that has access to the Munis training/test database and a printer.
- Client is to provide a workstation that connects to Munis for the Tyler trainer conducting the session. The computer must be linked to a projector so everyone attending the session is able to follow the information being communicated.
- In addition to computers and a printer, it is recommended that a phone be available in the room as well as a white board with markers and eraser.
- Client is responsible to schedule the training room for the sessions conducted by Tyler staff.
- Should phases overlap, it may be necessary to make multiple training facilities available.

Section H: Appendix

Appendix 1: Deliverable Expectation Document

A description of each summary deliverable is provided below. All deliverables will be provided electronically in the format used to prepare the deliverable (example: Microsoft Word, Excel) to allow for updates and revisions.

Deliverable Number: DED-1 (1-1)	
Deliverable Name: Implementation Management Plans	**Phase:** CROSS ALL PHASES
Objective: To provide procedures for project management and managing changes to the project scope, schedule or budget.	
Scope: Customized management plans to reflect Client's specific project approach. Management plans will document specific project management processes that are agreed upon between Client and Tyler project manager. As part of project planning, the Tyler project manager will review the SOW and contract with Client. The management plan will include all information and procedures for all phases of the project.	
Format: Microsoft Word	
Outline: ***Resource Management Plan*** • Identify Tyler resources on project and specific roles/tasks for the project • Identify Client resources and what meetings/roles/tasks each needs to be included on • Determine method for identifying/communicating on-site resources ***Communication Management Plan*** • Definition of Project Communications • Communication Methods • Key Stakeholders / Audiences for Each Communication • Frequency of Communications • Roles and Responsibilities ***Risk Management Plan*** • Definition of Risks • Risk Assessment Methodology • Risk Documentation ***Quality/Testing Management Plan*** • Testing Process • Testing Criteria • Process for Resolving Testing Issues • Quality Review Process / Deliverable Quality Review • Overall Project Quality Standards ***Schedule Management Plan*** • Identify process for making adjustments to schedule ***Change Management Plan*** • Develop Change Management Strategy • Identification of project concerns, risks and issues • Determine the types, frequency and delivery of communications • Identify Client resources and what meetings/roles/tasks each needs to be included on	

Deliverable Number: DED-1 (1-1)

Education Management Plan

- Software/Hardware
  - How many databases will be utilized?
  - Will we establish a Financials Training environment separate from Payroll?
  - Who will refresh the training database?
  - Will a second server be utilized?

- Facilities
  - How many training rooms will be utilized?
  - Where are the training rooms?
  - How many workstations will be in each training room?
  - How many printers will be in each training room?
  - Other training room requirements (white board, phone, etc.)
  - Who will schedule the training room?

- Staff
  - How many students per teacher?
  - How many students per workstation?
  - What are the hours of training?
  - Who will be trained on each Munis application?
  - Who will take attendance?
  - Will management be present for each session?
  - Who will train the end-users Munis versus Project Team Leads)?

- Schedule
  - Who will determine the exact days for training?
  - Who will notify staff members?
  - How far in advance will the training schedule be built?

- Quality Control
  - How will Client determine if attendees have learned required training outcomes?
  - How will follow up training be administered?

Client Role:

- Attend project planning sessions scheduled by Tyler
- All project team members will participate in the development of these plans.

Tyler Role:

- Tyler will lead development of the plans and will have responsibility for documenting all decisions as part of the deliverable.

Acceptance Criteria:

- Client project team has read, understands, and agrees with the procedures and schedules within the Implementation Management Plan
- The deliverable contains all the components specified in the Outline of this DED and the SOW
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.

Deliverable Number: DED-1 (1-1)
• The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-02 (1-2, 2-2, 3-2)	
Deliverable Name: Project Plan / Schedule	**Phase:** ALL
Objective: Task list with owners and due dates for successful completion of the project.	
Scope: See SOW Section C.1	
Format: Initially developed and maintained on the Project SharePoint site. Tyler is currently testing the use and integration of MS Project with SharePoint. If the testing is complete and successful during Client's implementation, Tyler will consider the transition of this deliverable to be in MS Project.	
Outline: The project plan will follow the Tyler Implementation Methodology WBS and contain all WBS tasks, tasks necessary for completion of WBS tasks, Deliverables, Control Points, review/acceptance periods, and other key project events.	
Client Role: • Review project plan • Contribute information necessary to complete and maintain project plan	
Tyler Role: • Provide initial on-site and remote session schedule to client for approval • Create project plan • Post project plan to Project SharePoint site	
Acceptance Criteria: • The client signs off on the project plan and schedule • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3)	
Deliverable Name: User Manuals	**Phase:** 1,2,3
Objective: Provide documentation on standard Munis functions	
Scope: Comprehensive user manuals for all Tyler modules purchased.	
Format: MS Word	
Outline: • Overview of module • Detailed description of how to generally complete tasks in Munis • Identification of options, fields, and functions built into the Munis software.	

Deliverable Number: DED-03 (1-3, 2-3, 3-3)
Client Role: • Review User Materials • Update materials with Client-specific steps and processes
Tyler Role: • Provide training manuals on SharePoint.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The training materials will be updated to reflect current features and functions in the software version that Client is implementing. • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-04 (1-4, 2-4, 3-4)	
Deliverable Name: Data Conversion Plan	**Phase:** 1,2,3
Objective: Document conversion option decisions, timelines, tasks and validation methods.	
Scope: All conversions listed in Section A.5 that Client chooses to convert. As analysis sessions occur, the plan will be updated with scope of conversions, years of history, and fields to convert.	
Format: MS Excel	
Outline: • Conversion options to be exercised • Conversion options not to be completed, with description of change order action • Timelines for each conversion option • Reports and data validation recommendations	
Client Role: • Attend conversion and applicable module analysis sessions • Participate in planning discussions • Review and accept the conversion plan	
Tyler Role: • Provide conversion analysis • Provide conversion specifications and guidelines • Provide guidance on proofing methods and tools • Create and provide the conversion plan	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • Data has been proofed and accepted in a test environment by the client. • The deliverable is free of formatting and spelling errors.	

Deliverable Number: DED-05 (1-5, 2-5, 3-5)	
Deliverable Name: System Design Document	**Phase:** 1, 2, 3

Objective: To document the decisions and processes resulting from analysis and identify how Client will use the Munis system.

Scope: Detailed review of each in scope functional area, module, and business process to identify the current needs, business process requirements, business process and Munis configuration decisions, and detailed set-up notes for how Munis will be used. The document is to contain workflow, and security information where applicable.

Format: MS Word and/or MS Excel

Sample Outline:

Current Needs:

- Identification of current process
- Analysis of Munis fit/gap

Client Decision Making:

- Process Decisions
- Munis Considerations
- Follow Up Items

Detailed Munis set-up considerations

- Munis set up details
- Modifications
- Interfaces

Other Information

- Workflow Details
- Security Details

Client Role:

- Participate in all meetings and make decisions
- Review the documents provided by the Tyler project team
- Identify any discrepancies
- Ask for clarification from the Tyler team, if necessary

Tyler Role:

- Complete deliverable documenting decisions and Munis details
- Post the analysis notes on the Project SharePoint site
- Update deliverable based on feedback from the client

Acceptance Criteria:

- The deliverable contains all the components specified in the Outline of this DED
- The respective Tyler and Client project team members have resolved all material content and/or quality issues.
- The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-06 (1-6, 2-6, 3-6)	
Deliverable Name: Static Environment Test (SET) Plan	**Phase:** 1,2,3
Objective: Prepare the test script based on Client's process and set up decisions through As Is and To Be analysis.	
Scope: Tyler will lead Client in the step by step testing of Client business process decisions built into the functionality of Munis. This test will enable Client to see the way the system functions using their own data and business processes. Focus will be on helping Client understand the impact the desired business	

processes will have on the way the system functions and the impact of the system on Client business process decisions. The SET Test Plan will contain detailed testing scripts to test Client business processes.
Format: MS Word document
Outline: • Detailed test scripts by business process for each functional area/module in scope for the project.
Client Role: • Review the SET plan • Provide feedback for additional processes to be tested
Tyler Role: • Develop SET plan • Modify SET plan prior to testing based on client feedback
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-07 (1-7, 2-7, 3-7)	
Deliverable Name: Program Modification / Interface Design Specifications	**Phase:** 1,2,3 (if applicable)
Objective: Review and understand Client requirements for the customizations and interfaces. Specification will contain a description and details of the intended program modifications and custom interfaces to be delivered to address the contract item – this document identifies exactly where and how the application programs will be changed.	
Scope: Any Program Modifications and Interfaces added to the scope via an approved Scope Change.	
Format: Word document to detail design specifications	
Outline: Word document provided by Development that will describe the proposed functionality desired by Client.	
Client Role: • Client provides business practices and/or mandates that drive the need for the modification. • Client reviews the design specification with Development and Implementation. • Client signs off on final design specification.	
Tyler Role: • Development obtains clients business practices and/or mandates that drive the need for the modification. • Development may suggest existing functionality to achieve the desired results. Implementation will provide relevant details for the client's suggested future Munis business practices. • Development creates the design specification for the modification.	

Deliverable Number: DED-07 (1-7, 2-7, 3-7)
• Development and Implementation review the design specification with the client. • Development updates the design specification with any requested changes, if applicable. • Implementation PM makes adjustments to the modification task dates in the project plan, as necessary. • Development obtains client sign-off of the design specifications. Modify specifications if required after development of modification.
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-08 (1-8, 2-8, 3-8)	
Deliverable Name: Pre-Live Checklist	**Phase:** 1,2,3
Objective: Identify all tasks that will need to be completed for Go-live. Checklist will provide cutover timelines to cease processing in the legacy system, timeline for final conversions, contingency processing plans and instructions for decentralized departments.	
Scope: Implementation will provide the client with a checklist of items needed to be completed for Go-Live	
Format: MS Excel	
Outline: Sample activities from a Payroll Go-Live Checklist: • Separation of duties between Payroll and HR determined and tested • Validate process of starting a payroll, switch T & A users • Review Dept. Time & Attendance process, proof reports • Verify GL Distribution Posting correctly- Finance Dept. approval • Verify appropriate permission levels on General, Time & Attendance and Payroll Run Processing for all users Checklist columns: • Item ID • Activity • Owner • Date Verified • Client Approval (initials) • Notes/Comments	
Client Role: • Review and complete the list of items required for go-live.	
Tyler Role: • Provide client with a list of items required for completion for the go-live, by phase.	

Deliverable Number: DED-08 (1-8, 2-8, 3-8)
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.

Deliverable Number: DED-09 (1-9, 2-9)	
Deliverable Name: Lessons Learned Document	**Phase:** 1,2
Objective: Document lessons learned to apply to future phases/projects	
Scope: All lessons learned specific to Munis implementation	
Format: MS Excel	
Outline: • ID • Date • Title • Phase • Lesson Value • Description and Impact • Recommendation(s) • Contact	
Client Role: • Gather feedback • Participate in lessons learned session • Document and archive lessons learned	
Tyler Role: • Lead lessons learned session • Develop after action Change Management review plan for subsequent phases • Archive lessons learned	
Acceptance Criteria: • The deliverable contains all the components specified in the Outline of this DED and the SOW • The respective Tyler and Client project team members have resolved all material content and/or quality issues. • The deliverable is free of formatting and spelling errors.	

Appendix 2: Hardware Requirements

Appendix 3: Change Management

H.1.1 Executive Playbook

To understand how to be most effective in supporting the project, Tyler will create an Executive Playbook that relates key executive governance strategies and change management strategies with the overall implementation project plan.

This Executive Playbook will explain how the project is achieving the City's goals and what is required from executives (Project Sponsors and Steering Committee Members) to support the change management efforts. In order to produce the Executive Playbook, the Change Management Facilitator will meet once with the Project Sponsors and Steering Committee of the City to understand the following:

- Vision
- Human Capital Requirements
- Organizational Expectations
- Project Goals
- Executive Mandate

Task	Description	TYLER	CITY
Project Kick-Off	High Level presentation of Change Management process and expectations.	Share	Share
Executive Playbook Discovery Meeting	Knowledge Transfer of City vision, requirements and goals for project.	Assist	Lead
Executive Playbook	Relates key executive governance strategies & change management strategies with the overall implementation plan.	Lead	Participate
Executive Playbook Acceptance	Sign-off and authorization to proceed with Executive Playbook implementation.	None	Own

H.1.2 Knowledge Transfer

Train the City's Change Management Coaches (project team, functional leads, managers and supervisors of impacted departments) to identify and reinforce both human capital and business process change within the organization. Conduct session(s) to exchange information on methods and challenges inherent in reinforcing process change. Utilize Change Management Executive Playbook with Change Management Functional Lead to support Implementation of business process changes. Work with Change Management team to develop change management project plan and communication plan.

Task	Description	TYLER	CITY
Human Capital Coach Training	Train selected staff to understand and engage in organizational project change, develop competencies to become effective HC Coaches by introducing, managing and reinforcing project change with staff.	Lead	Participate
Knowledge Transfer	Perform review of authorized Executive Playbook with Change Management Functional Lead.	Lead	Participate
Develop Change Management Project Plan	Assign tasks, dates and responsibilities for completion of Change Management Project Plan.	Lead	Assist
Update Communication Plan with CM strategies	Review methods, participants, feedback vehicles and frequency of communications.	Lead	Assist

H.1.3 Reinforcing the Change

Reinforcing Change for adoption of new business processes includes the analysis of the results of the organization's change management activities, compliance audit of project procedural change and the implementation of corrective actions. This focus area includes celebrating early successes and transferring ownership for Business Process Change Management to the organization.

Task	Description	TYLER	CITY
To-Be Session Facilitation	Attend To-Be Design sessions to facilitate changing procedures and adoption of new efficiency opportunities.	Participate	Lead
Best Practices Review Facilitation	Attend Best Practice Review session and document potential change resistance.	Participate	Lead
Internal Best Practices and Procedural Change Review	Attend internal departmental and cross-departmental sessions to review and make procedural decisions.	Participate	Lead

Procedural Change Communications	Assist in Procedural Change Communications outlining the specifics of new business procedures to application users.	Participate	Lead
Overall Change Management Status Report	Change Management Functional Lead develops status reports for review with key project personnel and Tyler.	Participate	Lead
Status Meetings	Deliver status updates to project team members, functional leads and others as needed.	Share	Share
Department Head Meetings	Review Change Management communications, status reports; discuss options to eliminate identified barriers to success.	Participate	Lead
Department Meetings	Communicate Change Management and Project status, activities and results to Department Staff.	Participate	Lead
Monitor Change Management Activities	Ensure that all strategies are properly evaluated and implemented. Implement corrective actions.	Assist	Lead
Employee Forums	Hold forums for staff to receive information, project expectations, and ask questions or express concerns.	Assist	Lead
Meet with Implementation to Identify Possible Change Management Issues	Meet with Implementation regularly to assess any possible change management issues that need to be brought to the City's Change Management Team's attention for action.	Own	Lead
Post Live Audit & Performance Assessment	In conjunction with the to-be environment post live, review project compliance, understand adoption and proficiency rates.	Share	Share
Lessons Learned	Complete exercise identifying what Change Management strategies were most effective and which require additional modification.	Lead	Participate
Project Closure & Acceptance	Authorization to close project.	None	Own

H.1.4 Overview of Standard Change Management Effort

Included in the Project Management Plan, is the Change Management Plan. This plan provides a basis for organizational change management (CM) for use throughout the implementation. It includes a CM Overview, Diagnostic Tools, a CM Communication Strategy to be incorporated into the project communication plan, and CM Resistance Tools. During project planning, the Change Management plan template will be thoroughly reviewed with the City Project Team and the Change Management Functional Lead. The plan for managing change will be incorporated into the overall Project Management Plan.

H.1.5 Scope of Change Management Effort

Included in the implementation is the plan template, Project Management planning session, and the tools for City use, described above. Change Management Coaching throughout the project is the responsibility of the City Project Team and Management after the Tyler led coach training sessions. Additional Change Management Consulting services are available from Tyler at an additional cost.

H.1.6 Roles and Responsibilities

A specific project role should be assigned to one member of the project team. The role of Change Management Functional Lead will own the change management plan and will work with the Tyler Change Management Facilitator to implement the change management strategy. Through the coach training sessions, the City Project Team and Managers will become familiar with the aspects of Organizational Change Management and implement the management plan as decided in the project planning session. This will include coaching users on process changes, surveying users to verify acceptance and understanding of the changes, and following up with users on utilization of the changes throughout the implementation and after go-live.

Statement of Work

EnerGov Software and Implementation Services

Prepared for:

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Tyler Technologies, Inc.
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DATE
3/22/2017

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Table of Contents

STATEMENT OF WORK **5**

Tyler Resources Purchased *6*

Estimated Timeline *8*

Performance Measures *8*

Tasks *8*

Data Conversion *36*

Key Project Assumptions *37*

Risk / Mitigation Strategy *38*

Critical Success Factors *39*

Project Management *39*

Development Tools *40*

Documentation *40*

ATTACHMENT A. ACCEPTANCE SIGN-OFF FORM **42**

ACCEPTANCE SIGN OFF 43

ATTACHMENT B. CHANGE ORDER REQUEST FORM **44**

CHANGE ORDER FORM 45

ATTACHMENT C. SYSTEM REQUIREMENTS **46**

HARDWARE AND NETWORK REQUIREMENTS 47

System Requirements *47*

Site Assessment *47*

ATTACHMENT D. CUSTOMER ROLES & SKILLS REQUIREMENTS **48**

CUSTOMER ROLES/SKILLS REQUIREMENTS 49

Project Collaboration *49*

Executive Sponsor: *49*

Project Steering Committee: 49

Customer Project Manager: 49

Departmental System Administrators: 50

Departmental Business Leads: 51

Technical Lead: 51

Project Sponsor 51

ATTACHMENT E. CUSTOM PROGRAMMING REQUEST FORM **55**

CUSTOM PROGRAMMING REQUEST FORM 56

Feature Request 56

Release Schedule 57

ATTACHMENT F. CUSTOM REPORT AND FORMS FORM **58**

ENERGOV CUSTOM REQUEST FORM 59

Understanding the EnerGov Custom Report Request Form 61

ATTACHMENT G. DB DATA MODEL AND GUIDE **64**

DATA CONVERSION FOR ENERGOV ENTERPRISE SERVER TEMPLATE DB DATA MODEL AND GUIDE 65

Contact Repository: 65

Professional Licensing: 66

Business Licensing: 67

Code Enforcement: 69

Permits: 71

Plans: 73

Inspections: 75

Financial Tables: 76

ATTACHMENT H. DATA CONVERSION PROCESS **78**

DATA CONVERSION PROCESS FOR ENERGOV ENTERPRISE SERVER (TEMPLATE DB OPTION) 79

Overview: 79

Modularized Design: 79

Required Fields: 79

Custom Fields (any fields not available in the master table for the module in question): 79

Gap Handling (where legacy data doesn't fit anywhere within EG_Template): 80

Contacts: 80

Multiple Legacy Data Sources: 80

Overall Architecture of Conversion: 81

Progression of Conversion Development Process: 82

Progression of Final Conversion Cutover Process (Go-Live): 83

Statement of Work

City of Santa Fe

Statement of Work, EnerGov

Monday, March 22, 2017

Tyler Resources Purchased

The total professional services hours set forth in the Investment Summary have been allocated to the project as follows:

Billable Hours and Expenses in Scope

The fixed professional services fees set forth in the Investment Summary have been allocated to the following services to deliver the scope set forth above:

- Project Management Services
- System Configuration Services
- System Administration / Fundamentals Training
- End User Training & Production Support
- Data Conversion Services
- Travel = 18 on-site trips (where a "trip" is defined as onsite travel of up to five business days)
- Travel Expense Estimate based on 18 on-site trips (where a "trip" is defined as onsite travel of up to five business days)

  - The project plan, addressed below, will give detail on when Tyler expects to be traveling onsite over the course of the project.
  - NOTE: A typical "onsite week" is onsite at the customer site Monday – Thursday at an expected duration of 8 hours per day. Exceptions may apply to best serve the needs of the project.

Business Scope (Transactions and Automation)

- Unique Business Transactions in Scope = up to 25 Transactions
- Template Business Transactions in Scope = up to 60 Transactions
- Geo-Rules within Scope = up to 20 Geo-Rules
- Intelligent Objects and IAA's within Scope = up to 20 IO/IAA
- Custom Reports/Output documents within scope = There are no custom reports in scope for Tyler to develop, it is expected that the City will own all custom report development for this implementation
- Integration of EnerGov with TCM
- Integrations within scope for Tyler to develop = No integrations within Scope (agency to leverage EnerGov SDK/API)
- Integrations within scope for the City to develop:
  - Selectron
  - Desert Elements Web Services
- Data Conversion Sources within scope = 2 (per data source) it is expected for the City to populate the DCT-DB for the Data Conversion

"Business transaction" is defined by:

- Unique workflow or business process steps & actions (including output actions)
- Unique Automation logic (IO logic etc)

- Unique Fee assessment / configuration definition
- Unique Custom fields/forms definition

Uniqueness of any of these mentioned parameters regulates the need for a unique business case transaction design document and configuration event

"Template" transaction is defined by:

- A pre-defined and pre-configured EnerGov best management business process.

"Geo-Rule" is defined by:

- An automation event that is triggered by a condition configured around the source Esri geodatabase. Current geo-rule events are:

• **Alert**	• Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
• **Block**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
• **Block with Override**	• Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
• **Fee Date**	• Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
• **Filed Mapping**	• A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
• **Required Action**	• A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
• **Required Step**	• A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
• **Zone Mapping**	• The zone(s) automatically populate on the "Zones" tab of the record (i.e. plan, permit, code case, etc.).

"Intelligent Object (IO)" is defined by:

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

"Intelligent Automation Agent (IAA)" is defined by:

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA conditions that have been met, and the associated actions are then performed. The IAA does not generate alerts or errors.

"EnerGov SDK API (Toolkits)" are defined by:

- API's developed by Tyler Technologies for the purpose of extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.
  Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR's to develop any necessary applications and integrations except as otherwise noted in the Investment Summary for any "in-scope" integrations.

Estimated Timeline

Project timelines are living, fluid documents subject to change. Timelines will be updated during the project planning process and adjusted, as necessary, over the course of the project. The estimated timeline is currently projected at **16-18 months for a single project phase.**

Performance Measures

- Contractor effectively performs the activities and services required to accomplish the Deliverables
- Contractor effectively reports task status
- Deliverables are completed within their respective due date and aligned with milestones
- Deliverables are completed accurately
- Deliverables are completed within the total compensation amount for each Deliverable, within their respective timeline, and aligned with milestones.

Tasks

The following tasks have been arranged for this project, with responsibility definitions for both Tyler and Customer as follows:

- **Own** – Ownership of the task throughout
- **Participate** – Active, ongoing participation in the task throughout
- **Advise** – Advisory role as needed by the other party
- **None** – No planned/required involvement by the designated party

Upon completion of a task, the customer will have an opportunity to review the deliverable, if any, associated with the task. The customer will have a fifteen-day business window within which to identify to Tyler a deviation from the warranties provided in the parties' agreement. In the event a deviation is identified and confirmed, Tyler will address the deviation according the services warranty provision set forth in the Agreement, as applicable. When a corrected deliverable has been resubmitted for review, that process shall repeat. Upon Stage completion, Tyler will provide the customer with a Work Acceptance Form to document that all tasks within the Stage have been successfully delivered. The customer must return the completed Work Acceptance form within five business days of receipt, or the Stage will be deemed "accepted."

Each stage is dependent on the results of the previous stage and therefore, each stage of the methodology cannot begin until the previous stage is completed and approved.

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or sub tasks in a given project area. The Parties hereby agree that the Deliverable(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections.

Stage 0 - Software Delivery and Prerequisite Training

Tyler provides an online and on-demand pre-implementation training. From the notes section in the bid: "End user has unlimited access to courses prior to end user training. The end user prerequisite service allows end users to take up to 11 foundational courses (where they get assessed a score) prior to our trainers arriving onsite. This allows for an overall more efficient training and cost effective training experience and a reduction of estimated 20-25% of actual required end users training hours/resources"

Objectives:

- Tyler software is made available the customer
- Tyler completes Prerequisite Training

Tasks:

Software Delivery		
Tasks	**Tyler**	**Customer**
SaaS: Tyler makes the software service available.	Own	None

Deliverable Scope	Description

0-1	Tyler software is made available to customer
0-2	Pre-Req Online training made available
0-3	Data Conversion Pre-Implementation Technical Support and Documentation

Task Item	Sub Tasks	Description
EnerGov Prerequisite Training Courses (Pre-Implementation)	**Sub 1 and 2**	• Contractor will provide access to the Tyler Online Training Center for all 81 users. • Contractor will identify prerequisite courses per functional area and module that will prepare the city staff for the implementation. • Contractor will provide unlimited access to courses prior to End User Training. • Contractor will provide up to 11 foundational courses per user.
Data Conversion Pre-Implementation Technical Support	**Sub 3**	• **Contractor will provide pre-implementation data conversion support immediately after contract signing and project manager assignment, to include a copy of or script for creating the DCT-DB database, all necessary documentation, DB conversion schemas, workflows etc. and will respond in a timely manner to all questions from the City. The support shall include conference calls and one on one calls to discuss issues encountered by the City in their DB clean-up efforts. The contractor will respond in writing to all inquiries and questions. Contractor will assign an expert level technical consultant to support the City's efforts during the pre-implementation DB conversion efforts immediately after contract signing.**
Stage 0 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

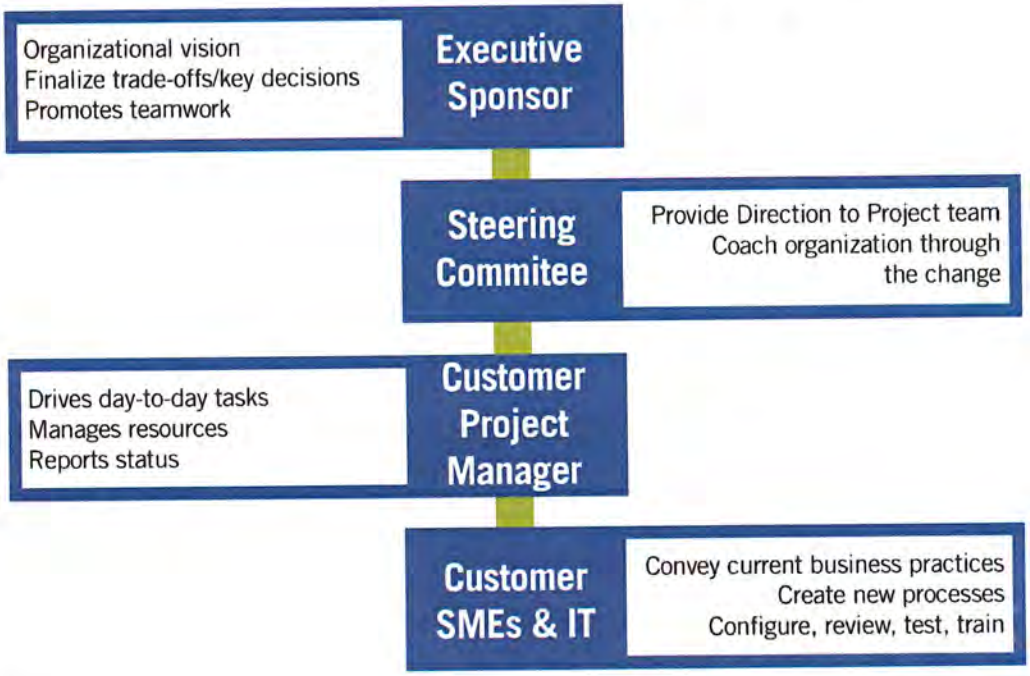
Stage 1 - Initiation & Planning

Prior to the EnerGov team beginning systems configuration, EnerGov and the City take proper precautions to carefully plan and define project expectations. During the Initiation stage, project Contracts and the SOW are reviewed, project planning activities are completed and steps are taken to instill end user acceptance early on. Project Initiation typically begins a few weeks to a month (depending on City readiness) before the project's assess & define phase ensues.

Objectives:

- Introduction to project and detailed review of Stages, Tasks and Milestones/Deliverables
- Distribution of forms and gathering of high-level organizational and process information
- Establishment of Customer Governance Structure as outlined below
- Establishment of communication channels (Project Manager, SMEs, Permitting Systems Coordinator, etc.)
- Assessment of IT infrastructure and needs
- Planning for staff mobilization & allocation
- Create project plan, including baseline project schedule

Required Customer Governance Structure



Tasks:

Initiation & Planning		
Tasks	**Tyler**	**Customer**
Conduct Planning/Initiation Introductory Phone Call	Own	Participate
Assign Project Team Members and Establish Governance Structure	Advise	Own
Provide/Assign facilities for Tyler on-site activities	Advise	Own
Identify non-working days (i.e. vacations, holidays, etc.)	Own	Participate
Define procurement and configuration plan for necessary hardware, non-EnerGov systems software and networking	Advise	Own

infrastructure by the customer as specified by SOW Attachment C		
Provide Tyler remote access (when needed) to required server for Tyler software installation and system configuration	Advise	Own
Deliver and review Process and Configuration Collection Templates	Own	Participate
Create SharePoint site to manage project deliverables, documents, and UAT	Own	None
Deliver and review Project Status Report Template	Own	Participate
Deliver and review Sample Signoff Form	Own	Participate
Deliver and review GIS requirements and best practices documentation	Own	Participate
Deliver and review Data Conversion Template Database (DCT-DB), ERDs and usage documentation	Own	Participate
Prepare programs/databases for integration	Advise	Own
Identify and document project risks and resolutions	Own	Participate
Amend project scope/SOW as needed	Own	Participate
Deliver and review Project Plan (including project schedule)	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Project Planning & Initiation Stage Sign Off to Customer	Own	None
Return Project Planning & Initiation Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
1-1	Performed Project Initiation and Project Management Tasks

Task Item	Sub Tasks	Description

Project Initiation	**Sub 1**	• Contractor will conduct the Planning/Initiation introductory phone call. o Contractor will provide an agenda for the call. o Contractor will moderate and facilitate the call. • Contractor will provide examples of "Best Practices" Governance structure and project team member makeup. • Contractor will evaluate the City's proposed Test and Training facility's bandwidth utilization report and provide feedback on any discrepancies from SaaS bandwidth requirements. • Contractor will evaluate the intended desktop and infrastructure specifications provided by the City for the Test and Training facility and provide feedback on any discrepancies from the requirements provided by Contractor in their proposal. • Contractor will lead the effort to develop procurement plan in collaboration with the City's designated representative(s). o Contractor will provide login credentials for the Tyler site assessment tool o Contractor will provide a written recommendation for procurement of non-EnerGov systems software. o Contractor will provide a written recommendation for the procurement of hardware and networking infrastructure equipment. • Contractor will lead the effort to develop a configuration plan. o Contractor will provide a written configuration plan for any non-EnerGov systems software identified in the procurement plan o Contractor will provide a written configuration plan for any hardware and networking infrastructure equipment identified in the procurement plan. • Contractor will provide Process Configuration Templates to be used during the implementation. • Contractor will provide a review of the contractor developed Process and Configuration Templates to be used during the implementation. • Contractor will provide a SharePoint site to store and manage all project documents. o Contractor will provide a technical support line to assist the City when encountering problems with the SharePoint site. o Contractor will provide a tutorial to the City's staff member assigned to upload and download documents from the site.

		• Contractor will provide a review of the Project Status Report and Stage Signoff templates developed by the contractor for use during the implementation.
		• Contractor will provide a review of the GIS requirements and Best Practices documentation.
		  o Contractor will provide written responses to questions posed by the City staff after the review.
		• Contractor will provide Data Conversion Template Database (DCT-DB), ERDs and usage documentation.
		• Contractor will provide an in depth review of the Data Conversion Template Database (DCT-DB), ERDs and usage documentation.
		  o Contractor will provide written responses to questions posed by the City staff during the review of the DCT-DB, ERD and usage documentation.
		  o Contractor will provide detailed written recommendation on a course of action for any potential issues uncovered during the review of populating the DCT–DB.
		  o Contractor will provide a review of the DCT-DB after the initial DCT–DB population efforts by the City.
		  o Contractor will provide a written assessment providing feedback on the accuracy of the DCT population efforts.
		  o Contractor will provide detailed direction on how to correct the issues encountered by the City during their initial DCT-DB population efforts.

Integration Assistance	**Sub 2**	• Contractor will assist the City's preparation of programs /databases for integration With the EnerGov IVR API & the EnerGov Permitting and Land Management SDK in the following ways:
		  o Contractor will provide documentation related to the above mentioned APIs/SDKs
		  o Contractor will provide the chm files related to the above mentioned APIs/SDKs
		  o Contractor will answer API/SDK related questions to ensure the City is progressing in the appropriate direction
		• Contractor will NOT write against the APIs/SDKs without a change in scope from the City

Project Management Plan	**Sub 3**	• Contractor will provide a Project Plan including a Risk Management Plan and Risk Register, Communications Plan, Scope Management Plan. Contractor will populate the risk register with initial risks and proposed mitigation and resolution of the risks.

		○ Contractor will identify and communicate to the City all possible known risks throughout the project. • Contractor will provide a project plan presentation and review for senior city leadership (high level) and a detailed review for the project team. • Contractor will provide a project schedule with tasks in MS Excel.
Stage 1 Sign Off	**Sub 4**	• Contractor will prepare Stage 1 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 2 - Assess & Define and Fundamentals Training

The Assess and Define stage involves onsite and offsite comprehensive business process assessment and analysis, change management assessment and systems assessment and analysis. The goal of the Assess and Define stage is to examine and analyze the City's current business process (Assess) and translate findings into a defined & documented future state process (Define) for best automating the unique processes of the City.

2a - Fundamentals Training

In an effort to assist new clients with the tools necessary for a successful EnerGov implementation, we are pleased to offer an introductory training course built for the needs of each of our clients. This training is conducted shortly after contract execution and before the implementation team arrival onsite. A unique training environment will be created for each client. Access information will be emailed when the training schedule has been established and confirmed. This site will remain in place as a sandbox environment for 4 weeks after training, but If you would request the site to be hosted for an extended period, the charge is $150/per user per month.

Objectives:

- Learn general EnerGov terminology
- Experience the basic functionality of EnerGov
- Explore the configuration options of EnerGov
- Encourage client-side discussions of desired configuration
- Discover some of the software capabilities available for consideration
- Improve communication between Tyler and the client through software knowledge
- Prepare the client for the Assess & Define process by walking them through and defining a specific business process they use
- Each attendee is a person that will make decisions on the configuration and overall functionality of the system for their respective department.
- Ensure the decisions made during the Assess and Define stage are based on a better understanding of the EnerGov platform.

Stage 2b - Assess & Define

Objectives:

- Team Training –System Admin /EnerGov Fundamentals
- Tyler to gain an understanding about how customer conducts business
- Translate business understanding into the "to-be" documented EnerGov configuration definition documentation
- Comprehensive review and analysis of the Client's business process to be automated.
- Translate and refine the assessment into a defined & documented process. This documentation will serve as a basis for configuration of EnerGov's system configuration.
- Work with Client's Project Manager and team to refine and firm the project plan.
- Perform a gap analysis between EnerGov's standard reports (letters, documents, reports) key performance indicators, and existing document output requirements.
- Confirm sufficient report development services have been quoted and are available.
- Build a master list of the reports to be specified and developed post Assess & Define stage.
- Conduct prototype sessions and communicate software capabilities when required.
- Assess and identify any project risks or hardware and infrastructure requirements.
- Determine integration strategy with EnerGov Data Service, Development, and Project Team
- Define and detail system integrations and provide final resource and final fixed cost assessment for any integration deliverables previously considered pre-analysis estimates. Any amount over the original proposed pricing will require an official Client contract modification and change order.
- Work with Client to determine data migration strategy, ensure all required data to be converted is within project scope.
- Review and adjust project scope (amend SOW/Contract) based on additional findings, if necessary.

Tasks:

Assess & Define		
Tasks	**Tyler**	**Customer**
Team Training	Own	Participate
Identify Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)	Advise	Own
Scope and document EnerGov configuration design document per business transaction / process	Own	Participate
Deliver ArcGIS base map service(s) to Tyler	Advise	Own
Develop Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage	Own	Participate
Deliver and review Project Definition Documents	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Assess & Define Stage Sign Off to Customer	Own	None
Return Assess & Define Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description

2a-1	Perform Fundamentals Training
2b-1	**Assess & Define Business Transactions: Specification design for up to 25 unique in-scope EnerGov business transactions**
2b-2	**Assess & Define Business Transactions: Specifications design for up to 60 template in-scope EnerGov Business Transactions**
2b-3	**Assess & Define Geo-Rules: Specification design for up to 20 geo-rules in scope**
2b-4	**Assess & Define Intelligent Objects and IAA's: Specification design for up to 20 IO/IAA in scope**
2b-5	**Assess & Define Core Components: Specifications for core system configuration (rights, roles, security, contracts, etc.)**
2b-6	**Project Management for Stage**

Task Item	Sub Tasks	Description
Fundamentals Training	**Sub 1**	• Contractor will provide 64 hours of onsite Fundamentals training for up to 12 SMEs and Power Users. • Contractor will provide a unique training environment for each user. • Contractor will provide a training schedule at least 30 days in advance of the start of the Fundamentals training. o Contractor will provide an agenda and course objectives • Contractor will provide access information for the training site. • Contractor will maintain the training environment as a sandbox environment for 4 weeks after Fundamentals training has been completed. • Contractor will provide End User Guides that walk the users through the basics to the more advanced functionality of EnerGov. • Contractor will provide Set up Guides that walk the City Admins through the configuration of the software.
Needs Assessment	**Sub 2**	• Contractor will provide expert assistance in identifying Business Transactions / Case Types (i.e. Permit Types, Plan Types, Inspection Types, etc.)

		○ Contractor will provide assistance that fulfills the intent not to analyze our existing processes and turn them into EnerGov transactions but instead to adopt practices used effectively by other EnerGov customers. ○ Contractor will provide written case studies and examples of business transactions and processes used by former EnerGov customers that are Best and Good practices. ○ Contractor will provide templates and questionnaires based on these exemplars to be filled out by the City personnel. • Contractor will provide a senior implementation consultant who will be a best business process Design/Redesign subject matter expert that has superior "best practices" knowledge and will be made available throughout the project.
Needs Definition	**Sub 3**	• Contractor will provide EnerGov case type definition documents to include a scope statement and complete collection of business transaction/processes, configurations, and other details identified during this Stage. ○ Contractor will provide a document that is official and suitable for later reference use. ○ Contractor will provide the City with presentation of the document and provide a review of the material for designated City personnel. ○ Contractor will provide sufficient time for the City to review and ask questions about the material in the document. ○ Contractor will provide written answers to the questions and ensure the document is revised preferably with change tracking or other audit trail enabled. ○ Contractor will ensure the document reflects Best and Good practices in their definition of new business transactions and processes to be used to configure EnerGov modules. • Contractor will provide timely responses to any questions that arise from the delivery of ArcGIS base map service(s) to the contractor • Contractor will provide Project Definition Documents to include comprehensive collection of business processes, configuration and other details identified during this Stage. ○ Contractor will provide a document that is official and suitable for later reference use. ○ Contractor will provide the City with presentation of the document and provide a review of the material for designated City personnel. ○ Contractor will provide sufficient time for the City to review and ask questions about the material in the document. ○ Contractor will provide written answers to the questions and ensure the document is revised preferably with change tracking or other audit trail enabled.

		○ Contractor will ensure the document reflects Best and Good practices in their definition of new business transactions and processes to be used to configure EnerGov modules. • Contractor will provide an onsite presentation and review of the Project Definition Document.
Stage 2 Sign Off		• Contractor will prepare Stage 2 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 3 – System Configuration and Internal Test

The System Configuration stage consists of configuring the EnerGov system around the requirements collected and established during the Assess and Define stage and documented within the project definition documentation. Data conversion, development or configuration of interfaces, and report development are a so included here. Internal system reviews are also performed with EnerGov's Executive review committee.

Stage 3a –System Configuration

Objectives:

- Provide 64 hours of certification training for up to 10 power users. This will equip the City of Santa Fe with the appropriate knowledge to assist in administration of the EnerGov product during the configuration stage as well as the latter stages. There will be 3 courses covered during the certification training. Only 6 users will be eligible to take the certification exams for the 3 courses.
- Configure the core EnerGov software in accordance with configuration definitions from Assess & Define stage
- Configuration of the purchased software around the requirements collected and established within the project definition documentation
- Collaborative onsite system reviews sessions for configuration validation.

Tasks:

System Configuration		
Tasks	**Tyler**	**Customer**
Provide 64 hours of certification training for up to 10 users. Certification trainings to be covered will be: • Geo-Rules Certification • Intelligent Object/Intelligent Automation Certification • System Administration Certification	Own	Participate
Provide certification exams for up to 6 users	Own	Participate
Deploy Pre-production environment to house the configuration system within the Tyler hosted environment	Own	None

Configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage	Own	Participate
Perform ongoing reviews with customer as configuration progresses	Own	Participate
Deliver populated Data Conversion Template Database (DCT-DB)	None	Own
Complete Basic Configuration Reviews	Own	Participate
Deliver System Configuration Stage Sign Off to Customer	Own	None
Return System Configuration Stage Sign Off to Tyler	None	Own

Stage 3b – Configuration - Internal Test

Objectives:

- Conduct initial operational test to ensure that Tyler has the information and configurations necessary to complete data conversions
- Conduct initial operational test to ensure that the City has the information and configurations necessary to complete report development
- Confirm basic system configuration to ensure proper operation

Tasks:

Internal Test		
Tasks	**Tyler**	**Customer**
Provide users logins for key Customer staff	Own	None
Conduct basic system configuration testing/retesting walkthrough	Own	Participate
Record testing results in SharePoint	None	Own
Resolve any system issues identified	Own	None
Other tasks as identified	Own for respective team	Own for respective team
Deliver Internal Testing Stage Sign Off to Customer	Own	None
Return Internal Testing Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
3a-1	**Configure Business Transactions: configuration for up to 25 unique in-scope EnerGov business transactions**
3a-2	**Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions**
3a-3	**Configure Business Transactions: configuration for up to 30 out of the 60 template in-scope EnerGov business transactions**

3a-4	**Configure Geo-Rules: configuration for up to 20 in-scope geo-rules**
3a-5	**Configure Intelligent Objects and IAA's: configuration for up to 20 IO/IAA in scope**
3a-6	**Configure Core Components: configuration for core system configuration (rights, roles, security, contracts, etc.)**
3a-7	**Configure EnerGov to Integrate with TCM**
3a-8	**Provide 64 hours of on-site certification training for up to 10 users**
3a-9	**Provide Certification exams for up to 6 users**
3b-1	**Internal test of EnerGov configuration: Internal review and test of in-scope EnerGov Business Transactions and core system configuration**
3b-2	**Project Management for Stage**

Task Item	Sub Tasks	Description
System Configuration and Review	**Sub 1**	• Contractor will provide an expert level technical consultant who will deploy a CoSF specific pre-production environment to house the configuration system within Tyler's hosted environment. • Contractor will lead the effort to configure the software based upon the EnerGov configuration definitions established in the previous Assess & Define stage. o Contractor will provide expert advice on the functionality of the EnerGov system and provide options to the City's SMEs so that informed decisions can be made by the City SMEs on the configuration of the system. o Contractor will respond in a timely manner in writing to all inquiries on the functionality of the EnerGov system in support of the City's participation in the configuration efforts of the EnerGov system by the contractor.

		• Contractor will provide ongoing reviews with customer as configuration progresses as requested. The schedule of the reviews will be based on collaboration between the contractor's PM and the City's PM. o Contractor will conduct collaborative onsite system reviews for configuration validation. • Contractor will provide pre-implementation data conversion support immediately after contract signing to include all necessary documentation, DB conversion schemas, workflows etc. and will respond in a timely manner to all questions from the City. The support shall include conference calls and one on one calls to discuss issues encountered by the City in their DB clean-up efforts. The contractor will respond in writing to all inquiries and questions. • Contractor will assign an expert level technical consultant to support the City's efforts during the pre-implementation DB conversion efforts immediately after contract signing and assignment of a project manager. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a populated Data Conversion Template Database (DCT-DB). o Contractor will provide a written recommended solution for any issues encountered by the City in the delivery of the populated DCT-DB. • Contractor will provide Basic Configuration Reviews as requested by the City. o Contractor will provide demonstrations of all the business processes configured based on the completed and signed off surveys.
Internal Test	**Sub 2**	• Contractor will provide users logins for key Customer staff. o Contractor will provide 3 environments: Development, Test/Training and Production. o Contractor will provide links to all three environments; Development, Test/Training and Production. o Contractor will provide an overview and drawing documenting the security set up for each environment i.e. which security server is attached to each environment. • Contractor will provide basic system configuration testing/re-testing walkthrough. • Contractor will assist the City in conducting basic acceptance testing of system configuration. • Contractor will resolve any system issues identified during the basic system configuration.
Stage 3 Sign Off		• Contractor will prepare Stage 3 Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 4 System Build – Build Specifications and Build and Train-The-Trainer

After the system has been configured, it is ready for reports, integration, converted data, and any customization that the City may require. EnerGov offers an extremely configurable product that will fit a large range of client's needs; however some customization may be necessary. Our experienced Implementation professionals will help you to define the required customizations and integrate them into the system.

Stage 4a - Build Specifications

Objectives:

- Define and map data conversion requirements (see section titled Data Conversion)
- Define integration specifications, as applicable
- Define and map, based on provided API's, interface requirements, as applicable

Data Conversion within scope	
System Name	Details
Sungard H.T.E.	Permitting ◦ Permit master basic information ◦ Permit Contacts ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity ◦ Inspections and Inspection Cases ◦ Sub-Permit Associations – Visible in workflow and attached records section ◦ Fees ◦ Meetings and Hearings ◦ Bonds and Escrow ◦ Activities and Actions ◦ Conditions ◦ Notes ◦ Zones ◦ Holds ◦ Renewals ◦ Initialized Workflows ◦ Attachments ◦ Contractors ◦ Projects ◦ Payment and Fee History Code Case Management ◦ Code Case master basic information ◦ Code Case Contacts and Properties ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity Active

	Fees ◦ Activities and Actions ◦ Notes ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Violations ◦ Fees ◦ Payments ◦ Notes ◦ Meetings and Hearings ◦ Zones ◦ Requests ◦ Payment and Fee history Licensing Management Plan Management ◦ Plan master basic information ◦ Plan Contacts ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity ◦ Inspections and Inspection Cases ◦ Fees ◦ Meetings and Hearings ◦ Bonds and Escrow ◦ Activities and Actions ◦ Conditions ◦ Notes ◦ Zones ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Projects ◦ Payment and Fee history
Desert Elements SQL (Code Enf)	Code Case Management ◦ Code Case master basic information ◦ Code Case Contacts and Properties ◦ Contacts – Unique (keyed) contacts converted to global contacts ◦ Non-keyed contacts converted to a Memo Custom Field or a standard note ◦ Parcels and Addresses ◦ Reviews and Approvals – Converted to Activity Active Fees ◦ Activities and Actions ◦ Notes ◦ Holds ◦ Initialized Workflows ◦ Attachments ◦ Violations ◦ Fees ◦ Payments ◦ Notes ◦ Meetings and Hearings ◦ Zones ◦ Requests

	◦ Payment and Fee history

System Integrations within scope	
System Name	Comments
None	City will leverage EnerGov API's for 3rd party interfaces

Tasks:

Build Specifications		
Tasks	**Tyler**	**Customer**
Deliver and review list of out-of-the-box standard reports, documents, dashboards and search consoles in order to identify any gaps in report coverage that may require custom report development	Own	Participate
Develop Report Specifications	None	Own
Deliver Custom Report Development estimate (hours and cost) and accompanying Change Order (if necessary)	Own	Participate
Develop integration specifications (if applicable)	TBD	TBD
Deliver and review integration specifications to Customer (if applicable)	TBD	TBD
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Specifications Stage Sign Off to Customer	Own	None
Return Build Specifications Stage Sign Off to Tyler	None	Own

Stage 4b - Build

Objectives:

- Develop Custom Reports per defined requirements, if any
- Import data from Data Conversion Template Database (DCT-DB) into master EnerGov database
- Development of scoped and defined integrations, as applicable

Tasks:

Build		
Tasks	**Tyler**	**Customer**
Review populated Data Conversion Template Database (DCT-DB) with EnerGov Data Services team member(s)	Advise	Own
Import data into EnerGov master database from populated Data Conversion Template Database (DCT-DB)	Own	None
Produce, deliver and review internally tested import of legacy data into EnerGov master database	Own	Participate

Produce, deliver and review internally tested custom reports per defined requirements (if applicable)	Own	Participate
Produce, deliver and review internally tested integrations per defined requirements (if applicable)	TBD	TBD
Provide and review the documented cut over strategy	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Build Stage Sign Off to Customer	Own	None
Return Build Stage Sign Off to Tyler	None	Own

Stage 4c – Train-The-Trainer

Train-the-Trainer is designed to develop Subject Matter Experts (SME's) for your municipality. EnerGov trainers will teach relevant end-user sessions, and attendees will follow with their own demonstration of the presented topics. Each attendee will be evaluated based on software knowledge and knowledge retention. We will be utilizing your testing environment during Train the Trainer. This training is not intended to replace end user training performed in Stage 6 by Tyler resources.

Objectives:

- Provide 32 hours of Train-the-trainer training
- Prepare SMEs to train your end-users on basic functionality of the EnerGov system
- Prepare lesson plans for the municipality
- Demonstrate knowledge transfer through teach backs
- Develop SME's to assist in End User Training to teach the business process
- Develop SME's to teach all new hires for your municipality

Deliverable Scope	Description
4-1	Develop data conversion specifications & mapping: HTE Data Source & Desert Elements Data source (2 sources)
4-2	Develop data conversion utilities: HTE Data Source & Desert Elements Data source (2 sources)
4-3	Provide 32 hours of on-site Train-the-Trainer Training
4-4	Project Management for Stage

Stage 5 –Acceptance Validation, Testing, and UAT Training

This phase of the EnerGov project is a necessary component as it relates to administrative knowledge transfer and the validation of the system configuration and due diligence of systems readiness to production migration. This phase also helps ensure the key individuals are trained and the customer has the capabilities of best reacting to ongoing and future changes in business process and configuration requirements (post production).

Stage 5a - System Acceptance Planning

Objectives:

- Create test scripts based on pre-determined functionality requirements criteria
- Provide system overview and administrator training for power users (i.e. customer testers, administrators and IT) (if applicable)
- Conduct testing and system validation for promotion to end user training

Tasks:

System Acceptance Planning		
Tasks	**Tyler**	**Customer**
Develop and review acceptance schedule and criteria	Own	Participate
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training and testing needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Recommend test strategies, scenarios and best acceptance practices	Own	Participate
Provide sample test scripts, as requested	Own	Advise
Develop test scripts and testing criteria (based on documented business processes, interfaces, imports, reporting, etc.)	Advise	Own
Provide standard training documentation, as available	Own	None
Create customer-specific training or business process documentation	None	Own
Provide System Overview and Administrator training for Power Users (if applicable)	Own	Participate
Deliver fully configured database for pre-System Acceptance Testing data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for System Acceptance Testing	None	Own
Conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own

Other tasks as identified	Own for respective team	Own for respective team
Deliver System Acceptance Planning Stage Sign Off to Customer	Own	None
Return System Acceptance Planning Stage Sign Off to Tyler	None	Own

Stage 5b – UAT Training

User Acceptance Testing is the most critical part of the implementation process. This testing allows your staff to get into the system and verify that every aspect is correctly designed. The trainer will start each session by teaching the end user functionality of the software, as we want to ensure that all users are comfortable with the subject matter. We will then present how to use the testing scripts and reporting forms. This will ensure your staff will know exactly how to test the software to get the most accurate results. The trainers will also ensure that your staff is trained on how to upload their results into the SharePoint site for Tyler implementation to evaluate and correct. We will be utilizing your testing environment during UAT's.

Objectives:

- Experience the basic functionality of EnerGov
- Examine how to read the Reporting Forms and Guides
- Teach the Users how to test the Enterprise System; including CAP/CSS, IG & eReviews
- How to upload testing results into the SharePoint site
- Provide the foundation for successful software testing
- Each attendee be a person that will make decisions on the configuration and overall functionality of the system for their respective department

Stage 5c – Verification And System Acceptance

Objectives:

- Test and signoff on each delivered business process, suite or component based on criteria and scope
- System ready for production and promoted to a production and/or training environment
- "Ready for production" means that items that are not features enhancement or bugs that will allow the customer to move forward to User Training (Stage 6) and then go-live are addressed

Tasks:

Verification and System Acceptance		
Tasks	**Tyler**	**Customer**
Conduct testing of custom (if necessary) and standard reports	Advise	Own
Conduct testing of main EnerGov forms and end-to-end system functionality	Advise	Own
Conduct testing of produced integrations, if applicable	Advise	Own
Conduct testing of imported data	Advise	Own
Record testing results in SharePoint	None	Own

Resolve material System Acceptance Testing issues	Own	Participate
Retest until acceptance criteria developed in Stage 5A are met such that go-live can occur	Participate	Own
Identify out-of-scope configuration changes that do not impact System Acceptance based on predefined scope for post go-live change order	Own	Participate
Other tasks as identified	Own for respective team	Own for respective team
Deliver Verification and System Acceptance Stage Sign Off to Customer	Own	None
Return Verification and System Acceptance Stage Sign Off to Tyler	None	Own

Deliverable Scope	Deliverable description
5a	System Acceptance Planning
5b	Provide 32 hours of on-site User Acceptance Training
5c-1	System Verification and System Acceptance resolution: resolve configuration issues of the 25 unique EnerGov business transactions in scope
5c-2	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope
5c-3	System Verification and System Acceptance resolution: resolve configuration issues of the 30 out of 60 Template EnerGov business transactions in scope
5c-4	System Verification and System Acceptance resolution: resolve configuration issues of the 20 geo-rules in scope
5c-5	System Verification and System Acceptance resolution: resolve configuration issues of the 20 IO/IAA in scope
5d	System Verification and System Acceptance resolution: resolve configuration issues related to end to end testing

5e	Project Management for Stage

Task Item	Sub Tasks	Description
System Acceptance Planning	**Sub 1**	• Contractor will provide a system acceptance schedule. • Contractor will provide system acceptance criteria. • Contractor will provide a review session for the city of the system acceptance schedule and criteria. • Contractor will provide a written recommendation of test strategies, scenarios and best acceptance practices. • Contractor will provide sample test scripts for each module, functional area, interface, import, report, and business process. o Contractor will provide user guides and reporting forms on how to effectively test the system. o Contractor will provide expert advice on the functionality of the EnerGov application in support of the City's efforts to develop test scripts. o Contractor will provide expert advice specifically related to expected outcomes of each step in the test script. • Contractor will provide sample testing criteria for each test script developed for each module, functional area, interface, import, report and business process. • Contractor will provide collaboratively participate in the process of creating customer specific training and business process documentation. o Contractor will provide a senior level technical consultant to work with the City's PM, SMEs and Application Specialist in the process of creating the business "To Be" Workflows. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a fully configured database for Pre-System Acceptance testing. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to populate the Data Conversion Template Database (DCT-DB) with the latest iteration for System Acceptance Testing. • Contractor will conduct pre-System Acceptance Testing import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to customer. o Contractor will document the test results and provide error resolution recommendations for all errors encountered during testing.

		• Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deploy a fully configured and imported master data base.
Environment Prep	**Sub 2**	• Contractor will provide coordination efforts for determining training logistics. • Contractor will provide an EnerGov training manager to assist the City in developing an End User training schedule that fulfills the intent of scheduling training by functional or subject area.so as to minimize the time end user/staff are away from City operations. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deliver a fully configured database for pre-User Training data import. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to populate the Data Conversion Template Database (DCT-DB) with the latest iteration in preparation for End User Training. • Contractor will conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to deploy a fully configured and imported master data base into the Production testing environment.

User Acceptance Training	**Sub 3**	• Contractor will provide 32 hours of UAT training for up to 12 SMEs and power Users who will be the testers of the system.
		• Contractor will provide end user functionality of the EnerGov software.
		• Contractor will provide training on the usage of test scripts.
		• Contractor will provide training on the usage of Reporting Forms.
		• Contractor will provide training on how to upload the results of the tests scripts into the SharePoint site.
		• Contractor will provide a written response as to the test results accuracy and provide an assessment on whether each test script and its functionality is a candidate for further testing or if the results were as expected.
		• Contractor will provide supporting training documentation and guides for each attendee of each class designated as UAT.
		  o Contractor will provide UAT Instructions and Preparation: This guide is discussed before the start of the testing process. This will be done at the very beginning of each class designated as UAT until every person understands the procedures to have a successful testing process.
		  o Contractor will provide the Tyler standard UAT Guides: The UAT Guide is a script that allows the users to thoroughly

		test system functions for each process. The UAT guide will not be a custom script specific for the City. o Should the City choose to create their own custom UAT scripts, Contractor will play an advisory role to support this effort by answering functionality questions or make recommendations. However, the creation of those scripts are solely the responsibility of the City.
System Verification and System Acceptance Testing	**Sub 4**	• During the acceptance testing period, the level of effort expected by the City would be to complete the test scripts assigned to each SME based on the number of transactions that they have. Some SMEs will have more transactions to test than others, therefore their level of effort will be greater and the City should plan for that time commitment during this period. Within a 20 week UAT period, it is expected on average for the Contractor to be onsite once every 4 weeks to ensure the appropriate issues are being resolved. • On-site time during UATs is typically 3 days or 24 hours for each visit. Within a 20 week period, there will be an average of 5 visits which will equate to 120 hours of onsite UAT assistance. This number can fluctuate based on increased or decreased on-site visits based on collaboration between Contractor and the City. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to conduct testing of standard reports. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to test produced integrations. The integrations will be produced by the City utilizing the EnerGov PLM and IVR SDK/API. • Contractor will provide an expert level technical consultant to lead the effort to resolve all System Acceptance Testing issues. • Contractor will provide an expert level technical consultant to collaboratively assist and advise the City in their effort to meet all acceptance criteria by fully re-executing all test scripts that initially encountered issues.
Stage 5 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 6 - User Training

End User Training is the last component of the Implementation process before you go live. This training involves covering every module you will be using and involves any staff/others that will be utilizing the Enterprise System. The trainer will teach your end users functionality of the modules, as we want to ensure that all users are comfortable with the subject matter. We do require an SME (Subject Matter Expect) to be involved in every aspect of the training to ensure that business process questions are answered accurately. During End User training we do suggest that you include training for your staff/others on your business process provided by your Certified Trainers/SME's. We will be utilizing your testing environment during End User Training.

Objectives:

- Provide requisite hours of classroom and one-on-one training and knowledge transfer
- End user software functionality of the purchased modules
- SME (Subject Matter Expect) involved in every aspect of training to answer any business process questions.
- Training for your staff/others on your business processes provided by your Certified Trainers/SME's
- Training of your Citizens and Contractors of the functionality of the Citizen Access Portal
- End User Training have Subject Matter Expert's (SME's) in each class to assist with business process questions

Tasks:

User Training		
Tasks	**Tyler**	**Customer**
Coordinate training logistics and schedule	Own	Participate
Provide facilities suitable to training needs	Advise	Own
Provide, if requested by Customer, Tyler's training lab	Own	Advise
Deliver fully configured database for pre-User Training data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for User Training	None	Own
Conduct pre-User Training import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production testing environment	None	Own
Provide standard training documentation, as available	Own	None
Conduct customer training	Own	Participate
Provide business process training to ensure end users understand impact of process/practice changes decided upon during course of implementation	None	Own
If "train the trainer" approach, conduct end-user training	None	Own
Other tasks as identified	Own for respective team	Own for respective team

Deliver User Training Stage Sign Off to Customer	Own	None
Return User Training Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
6-1	96 hours of on-site End user training performed
6-2	Project Management for Stage

Task Item	Sub Tasks	Description
End User Training	**Sub 1**	• Contractor will provide 3 weeks or 12 days of onsite end user training for the City's 81 users. • Contractor will provide training on every module included in the implementation. • Contractor will provide an agenda and course objectives. • Contractor will provide End User Guides that walk the users through the basics to the more advanced functionality of the system.
Stage 6 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Stage 7 – Production & Production Support

This stage of the EnerGov project is comprised of onsite production and post production support and Consultative advice immediately following the production of the EnerGov software. This is also a Transition period in which EnerGov will transfer from the project team to the EnerGov account services (assigned account manager) realm.

Objectives:

- Conduct final data import cutover
- Conduct final integration deployment
- Tyler to provide on-site production support prior to cutover to Help Desk (Maintenance and Support)
- Comprehensive Onsite Go Live and Post Production Support

- Final Data Conversion Cutover
- Transition to EnerGov Support

Tasks:

Production & Production Support		
Tasks	**Tyler**	**Customer**
Deliver fully configured database for Production data import to EnerGov	None	Own
Populate Data Conversion Template Database (DCT-DB) with latest iteration for Production	None	Own
Conduct Production import of data from Data Conversion Template Database (DCT-DB) in master EnerGov database and deliver to Customer	Own	None
Deploy fully configured and imported master EnerGov database into the Production environment	None	Own
Provide onsite pre and post production support	Participate	Own
Define support logistics and schedule	Own	Advise
Assist customer as production issues arise	Own	Participate
Provide technical and functional user support	Participate	Own
Develop and maintain post-production issues list in SharePoint	Participate	Own
Ensure key/critical personnel are present and available to participate	Advise	Own
Other tasks as identified	Own for respective team	Own for respective team
Deliver Production & Production Support Stage Sign Off to Customer	Own	None
Return Production & Production Support Stage Sign Off to Tyler	None	Own

Deliverable Scope	Description
7-1	Provide 96 hours of Onsite production support
7-2	Project Management for Stage

Task Item	Sub Tasks	Description

Onsite Production Support	**Sub 1**	• Contractor will provide 3 weeks or 12 days of Go Live support; one week of support before Go Live and 2 weeks after Go Live. • Contractor will provide onsite support for the go live process by answering questions from City End Users, providing follow up training, and resolving issues that may arise. • Contractor will provide a document recording questions from City users and Tyler responses. • Contractor will stipulate which Tyler University courses provide the follow up training needed for comprehension remediation for each attendee.
Stage 7 Signoff		• Contractor will prepare Stage Signoff documents and submit to the City Project Manager along with supporting documents fulfilling deliverable requirement.

Data Conversion

(See tasks associated with data transfer, above)

The following criteria are applied to Data Conversion

Data Format

The customer must provide data to Tyler in the Data Conversion Template Database (DCT-DB) structure, as set forth in the SOW Attachments. Providing data in this format will ensure that data is properly imported into the system. Data not provided in this structure will not be considered for import.

Data scrubbing/cleansing

Any data scrubbing should be done by the customer prior to populating the DCT-DB. Data scrubbing and cleansing is not included in the EnerGov proposal.

Required Fields

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov master DB without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the DCT-DB to fulfill the NOT NULL constraint. Tyler would write the default value as part of the conversion process.

Custom Fields

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within DCT-DB. In the EnerGov software, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), the customer may add columns to these tables in DCT-DB to accommodate any needed custom fields in the migration.

Parsing data

The data format is defined based on the fields that exist in the EnerGov module (street number and street name, for example). If the customer would like that data to be converted, the customer will have to break out its legacy data so that it matches the EnerGov data fields.

Address Data: Tyler does not parse out address information for optimization purposes. Rather the customer is responsible to deliver the address information in the requested (preferred format). Tyler will import the address data delivered (format) and map the fields to the best possible location in the EnerGov system. Tyler is not responsible for cleanup of inconsistent addressing.

Phone Numbers: Phone numbers are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for cleanup of inconsistent numbering or sequencing.

Individuals / Names: Individual names are imported in the format in which the data is delivered to Tyler. Tyler is not responsible for parsing out single name fields into First, Last, Middle, Company, etc.

Contacts Data: If contact data is not keyed in such a way that each instance of a person has one, and only one, contact record (the record with all of their attributes such as name, address, company, phone, etc.) in the data source, then the contacts associated with a record will typically be imported into a general information tab rather than into the EnerGov Enterprise Contacts Manager.

Business-Specific Rules

Business specific rules are handled in the software configuration process and cannot typically be mapped within the data conversion process. This includes but is not limited to EnerGov Intelligent Objects and EnerGov Case Workflows.

Calendars & Scheduling

EnerGov software can import scheduled hearings and meeting details; however any data residing on an actual calendar control is excluded from the scope of the data conversion.

Key Project Assumptions

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation Tyler will provide newer releases of the software that meet or exceed the version available at contract signing. After Go-Live, the customer is responsible for installing newer releases. Release notes are provided for all new versions.

- Customer will maintain primary responsibility for the scheduling of customer employees and facilities in support of project activities.

- Customer will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.
- Customer is responsible for proper site preparation, hardware, software and network configuration in accordance with Tyler specifications.
- Customer has, or will provide, access licenses and documentation of existing system to which Tyler will read, write or exchange data.
- Customer has, or will provide, a development/testing environment for import and interface testing as they are developed by Tyler.
- Tyler will provide Customer with a weekly status reports that outline the tasks completed. Tyler will also provide details regarding the upcoming tasks that need to be completed during the coming weeks, the resources needed (from customer) to complete the tasks, a current or updated version of the project plan, and a listing of any issues that may be placing the project at risk (e.g., issues that may delay the project or jeopardize one or more of the production dates) as needed.
- Tyler personnel shall attend executive project review committee meetings (internal) as needed.
- Out of scope deliverables will only be provided via a change order that is mutually agreed to.

Risk / Mitigation Strategy

Project Schedule

Risk: Impact of various factors on baseline project schedule.

Mitigation: Given the fact that project schedules are working documents that change over the course of the project, Tyler will work closely with the customer to update, monitor, agree, and communicate any required changes to the project schedule.

Activity Focus

Risk: Minor activities consume time that should be dedicated to major activities of the project with the end result that time and/or costs overruns budget. Examples include meetings of little substance, or time spent investigating undocumented functionality or other activities not in scope.

Mitigation: Project Managers for both parties must focus squarely on meeting deadlines, services, and configuration requirements of the implementation as planned and documented in the planning, assessment and definition stages.

Incomplete Legacy Interface Documentation

Risk: During the project, certain third party documentation will be required for such tasks as interface development and import of legacy data and others.

Mitigation: Customer should insure that APIs for interfacing to other systems, and/or a customer expert that understands the legacy database, are available to Tyler. If no such documentation or customer expertise exists, the customer will be responsible for coordinating with the third-party vendor to advise Tyler, at a potential additional expense to the customer (although not necessarily from Tyler).

Technology Age

Risk: This risk is highly dependent on the choice of Tyler products and whether the customer is hosting any of those products. If the customer will be hosting the Tyler software, then the technology hosting that software should be robust and durable. Technology that barely meets minimum requirements today will be insufficient as the needs of the system grow.

Mitigation: Tyler will assist the customer in determining optimal technology and plans to guard against pre-mature obsolescence. The customer will also complete a hardware survey, initiated by our deployment team, to confirm that the customer's hardware is sufficient for the upcoming implementation.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored.

- **Knowledge Transfer** - While Tyler cannot guarantee specific expertise for customer staff as a result of participating in the project, Tyler shall make reasonable efforts to transfer knowledge to the customer. Customer personnel must participate in the analysis, configuration and deployment of the Tyler software in order to ensure success and to transfer knowledge across the organization. After completion of the production phase (Stage 7), the customer will be responsible for administering the configuration and introduction of new processes in the Tyler system.
- **Dedicated Customer Participation** – Tyler understands that customer staff members have daily responsibilities that compete with the amount of time that can be dedicated to the Tyler implementation project. However, it is critical that the customer acknowledges that its staff must be actively involved throughout the entire duration of the project as defined in the Project Plan. Tyler will communicate insufficient participation in Project Status Reports.
- **Managing Project Scope** - To implement the project on time and within budget, both the customer must acknowledge the scope of the project set forth in the parties' agreement, and, for services, refined over the course of the early project Stages described in this Statement of Work. Change Orders for additional items outside the scope must be submitted in advanced and signed by project stakeholders before work can begin on those items. Likewise, reductions of the defined scope will also require a Change Order.

Project Management

Tyler performs ongoing project management services throughout the implementation in order to plan and monitor execution of the project. Project Management includes the following tasks:

- Risk management
- Monitoring project budget
- Project Plan management using our expense and time-tracking tool/Excel
- Project document management using SharePoint
- Issue log management and escalation
- Status reporting

- Change order management
- Project workspace management
- Resource management
- Executive project oversight via Executive Director and Customer Governance Structure

By mutual agreement, some project management tasks are shared between the Tyler project team and the customer Project Manager/stakeholders.

Development Tools

Configuration tools (the same ones Tyler will use to implement the system) are built-into the software. The customer has full access to them, and its administrators will be trained on them. EnerGov reports are developed in Crystal Reports, so any changes to customer reports does require a licensed copy of Crystal Reports. The EnerGov system does include a Crystal Report reader, so view-only users do not require a Crystal Reports license.

Documentation

Tyler-provided documentation

Over the course of the staged implementation lifecycle, the Tyler project team will provide stage-specific documentation in a range of formats (both editable and non-editable). Examples include:

- Data Collection docs (MS Excel) for configuration
- Data Mapping docs (MS Excel) for data conversion
- ERDs & Data Dictionaries for IT (PDF and CHM)
- API Documentation (PDF)
- Training Documentation Templates (MS Word and MS PowerPoint)
- Release Notes for Service Packs (PDF)
- Other documentation as required for the specifics of the project.

Customer-Provided Documentation

A definitive list of Customer-provide documentation is not possible until all aspects of the implementation are determined, usually in the beginning stages of the project. Tyler does not expect the customer to general documents that do not exist in the regular course of customer's business. Customer's assistance in completing the Tyler-provided forms and requests for configuration information is essential to a successful project.

Documentation originated by the Customer may include:

- API's for any third-party software system to which the Tyler software will interface and exchange data
- Import data documentation and in a format suitable for import into the Tyler software (please see section titled Data Conversion)
- Workflow documentation on the customer's current business processes
- Copies of pertinent ordinances or other controlling authorities

- Fee schedules
- Copies of existing permits, licenses, other documents presented to the public and expected to be derived from the Tyler software

Attachment A. Acceptance Sign-off Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Acceptance Sign Off

Client:

Date:

Visit/Deliverable:

Tyler Technologies Use Only
☐ Deliverable does NOT denote a payment milestone
☐ This deliverable denotes a payable milestone. Amount Due: $0.00

Deliverables	Performed By	Notes
Additional Signoff Notes:		

☐ I am satisfied with the work performed for this stage, and/or deliverable.

☐ I am NOT satisfied with the work performed for this stage, and/or deliverable.

In an effort to ensure quality and complete satisfaction with each phase of the project Tyler Technologies' Professional Services division has established the following rules:

1. Projects will not be allowed to move from one phase to another without a sign off indicating satisfaction with the work performed. The Tyler Technologies' project team will immediately stop all other tasks, complete the phase at hand, and obtain sign off before moving to the next phase.
2. Customer understands that any payment not received within 30 days of invoice will result in work stoppage. All related project tasks will be stopped until payment is received.

Print Name: _____

Signature: _____

Date: _____

(Please return signed copy to the Tyler Technologies project team)

Customer Notes:

Attachment B. Change Order Request Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Change Order Form

Client: _____ Date: _____

Generated By: _____

Authorized By: _____

Change Overview:

Narrative Description of Change:

Impact of Change:

Schedule Impact: Delay of milestone & sub-tasks on Tyler Technologies Implementation Project Plan including:

Task	Proposed Date Changes

Cost Impact:

Change Detail	Credit	Debit	Total

Revision No.: _____

No changes may be made to this project without the agreement of the Project Manager(s), and must be approved by the Project Director. Submit endorsed Change Order to the Tyler Technologies' Project Manager

Date Approved	Comments	Approved By	Signature

Attachment C. System Requirements

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Hardware and Network Requirements

System Requirements

Tyler's software is designed to operate on networks and operating systems that meet certain requirements. Systems that do not meet the required specifications may not provide reliable or adequate performance, and Tyler cannot guarantee acceptable results.

Site Assessment

Site assessments are an automated process. Each site is required to complete the automated process and submit results to their assigned project manager before any work can be completed on the project. While the automated process may be run prior to contract signature, the results submitted to Tyler must be dated after the Effective Date of the contract.

To complete your site assessment log in to http://check.tylertech.com

Enter your email address and the password "Tyler".

Select the product purchased to begin your system assessment. You will also be able to download PDF copies of hardware requirements from within the process. We strongly recommend that you download and keep a copy of the full hardware requirements as this document also covers recommended data backup procedures.

The link above is a generic login and password. During implementation, your project manager will provide you with a unique site and password to test your site and log results.

Attachment D. Customer Roles & Skills Requirements

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Customer Roles/Skills Requirements

Project Collaboration

A successful Tyler enterprise implementation is a collaborative endeavor in which both Tyler Project Team members and agency personnel occupy specific roles (and the responsibilities associated therewith). While definitive client-side roles and skills may vary from project to project (depending on the agency's resource availability) the following designations represent the typical and recommended resource involvement for most agencies.

Executive Sponsor:

This role is typically an executive or managerial sponsor of either the IT group or a dominate business group that is ultimately responsible for the success of the project.

Typical positions: IT Director / Department or Division Director

Responsibilities include:

- Ultimate responsibility for the success of the project; serves as project champion.
- Creating a positive environment that promotes project buy-in.
- Driving the project through all levels of the agency.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Project Steering Committee:

This committee is formed by executive or managerial staff of every affected business group to be implemented.

Typical individuals include a committee of the following: CIO / Community Development Director / Finance Director / CBO / Planning Director / Public Works Director etc...

Responsibilities include:

- Ensure proper change management and leadership to departmental staff.
- Determine beneficial process change through automation as it is presented cross-departmentally.
- Monitor project from high level.

Customer Project Manager:

This role is typically a non-business group member (IT or support staff) of the agency's project team.

Typical positions: IT or applications support project manager

Responsibilities include:

- Serve as coordinator of the agency's Implementation team / subject matter experts.
- Assist in managing the project scope, deliverables and timeline with assistance from the Tyler Project Manager.
- Ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track.
- Develop and maintain the project resource plan in conjunction with the Tyler Project Manager.
- Schedule and coordinate project tasks with assistance from the Tyler Project Manager.
- Coordinate agency's Implementation team resources with all departments.
- Participate in daily project activities and track progress on project tasks.
- Hold meetings with project stakeholders to update on project status and to reach verdict on any escalated process decisions that need to be made.
- High-level oversight throughout the stages of the project; ROI initiatives oversight.

Desired Skills/Experience:

- Previous project management experience as project manager
- Strong IT technical background
- Bachelor's Degree in Computer Science or equivalent experience
- Experienced with an iterative-based development approach
- SharePoint & Microsoft Project experience a plus
- Excellent knowledge of Customer Business Practices and Processes

Departmental System Administrators:

A user representative for each affected department is typically appointed for the entire lifecycle of the implementation and to serve as ongoing configuration support or "Systems Administrator" post the production phase of the EnerGov system.

Typical positions: Departmental or division subject matter expert and typically a direct member of the business group or of the business applications support group.

Responsibilities include:

- Being trained on the EnerGov .NET system at a System Administration level.
- Being fully engaged in the business analysis system configuration, reviews and UAT activities.
- Assist internal efforts towards the creation of reports, interfaces & conversions.
- Actively participate in the full implementation of Tyler's EnerGov software solution.
- Serve as ongoing departmental or division system configuration support post the production phase of the project

Desired Skills/Experience:

- Proficient in Crystal Reports
- Analytical/Problem Solving Skills
- Experience with other "configurable" enterprise applications such as PeopleSoft, SAP, etc.

Departmental Business Leads:

A user representative for each affected department must be appointed for the entire lifecycle of the implementation. Assigning competent business leads to assist in the project is highly recommended and can often determine the success of the implementation for their respective areas. These Business Leads are typically transitioned into Tyler "Power Users".

Typical positions: Departmental or division "power user" and member of the business group.

Responsibilities include:

- Attending assessment workshop sessions.
- Willing and able to gather data and make decisions about business processes.
- Assist as a knowledge-base in the creation of specifications for reports, interfaces & conversions.
- Review and test the system configuration.

Technical Lead:

A technical individual from the Information technology group that is responsible for the technical infrastructure support of the implementation and to serve as ongoing technical infrastructure support post the production phase of the EnerGov software system.

Typical positions: Network / IT Administrator

Responsibilities include:

- Primary responsibility for the technical environment during the software implementation
- Ensure that servers, databases, network, desktops, printers, are available for system implementation and meet minimum standards
- Work with Tyler's technical personnel during implementation
- Maintain the testing and production databases
- Install software updates and releases
- Act as the primary technical resource for troubleshooting technical problems
- Establish and maintain backup, archival, and other maintenance activities

Tyler Technologies Project Team

Project Sponsor

This role is an executive or managerial sponsor within a Tyler Product Line that is ultimately responsible for the success of the project.

Responsibilities include:

- Project oversight/direction assistance.

- Issue resolution as needed.
- Best practice recommendations (Leveraging PMO documented solutions).

TYLER PROJECT MANAGER

The Tyler project manager is ultimately responsible for the success of the implementation. Their responsibilities range from project schedule management, to managing the resources assigned throughout. Specifically their responsibilities include:

- Ensure the project is delivered on time and on budget; work with Client project manager to identify and mitigate risks that will impede the project team from delivering the project on time and on budget.
- Serve as a single point of contact for Tyler project management and issue(s) escalation for the project.
- Communicate and manage expectations for the project as defined in the contract and Project Guidebook.
- Work through the Project Guidebook with the Client project manager.
- Create a project schedule with the Client project manager.
- Schedule Tyler resources.
- Coordinate with Client project manager, major project milestones, including conversions, hardware and software installation, application configuration, parallel testing, trainings and go live.
- Conduct project status meetings with Client project manager to review project progress and outstanding issues.
- Manage project change controls.
- Coordinate transition of client from project to support.

PRINCIPAL IMPLEMENTATION CONSULTANT

The Principal Implementation Consultant will be the most knowledgeable team member when it comes to the Tyler product line. They work closely with the client to ensure that their processes are implemented in a way that is best utilized by the software. Their responsibilities primarily include:

- Industry and Software Expert.
- Drives analysis discussion.
- Approve system definitions.
- Most complex configuration.
- Integration/GAP analysis documentation.

IMPLEMENTATION CONSULTANT

Implementation consultants are responsible for completing documentation and configuration deliverables. The work very closely with the principal implementation consultant to ensure any design concepts are in line with best practices. Their responsibilities include:

- Provide recommendations on configuration (supplementing Principal Consultant).
- Document configuration definitions.
- Configure software based on agreed upon definitions.
- Adjust configuration throughout UATs, Training &Go Live.
- Onsite Go Live Support.

TRAINER

Trainers provide on-site and remote training services to clients during the implementation process. In addition, Software Trainers teach live and web-based classes and may be assigned to conduct business process reviews or gap analyses for clients. Their primary responsibilities include:

- Provide training to client staff on administration and use of Tyler applications.
- Provide user acceptance testing assistance to client.
- Provide go-live assistance to client.
- Assist client and project team members in configuring and setting up Tyler applications.
- Teach web or live-based classes.

DATA & INTEGRATION SERVICES

Data conversion developers are tasked with the responsibility of migrating a client's legacy data into the new Tyler product. with the intent of making this data useful and meaningful. They are also responsible for designing and delivering any interfaces that do not leverage native Tyler Application Programming Interface (API). Their responsibilities include:

- Create legacy data mapping docs.
- Design identified integrations.
- Execute legacy data imports.
- Provide database assistance where needed.

REPORT DEVELOPER

Report developers develop custom reports based on the client's needs as defined by custom report specification documents. Their responsibilities include:

- Assist in analyzing a customer's reporting needs
- Compare samples provide to standard's provided by Tyler
- Create custom report specifications

- Create custom reports (and execute modifications)

SUPPORT TEAM LEAD

The Support Team Lead is responsible for the day-to-day operations of their support team to ensure service goals are met and that clients receive exceptional support. The Support Team Lead is responsible for ensuring that the customer's experience with Tyler is positive and productive and primarily focuses on the following:

- Respond to escalated client issues and negotiate solutions based on client needs and company policies.
- Review product changes and defects with development and provide them with client feedback to improve the overall product.
- Assign work and monitor on-going activities/problems of team members and work with them to assure proper follow up and closure.
- Work with the operations team to monitor team's support metrics and develop plans to help reduce problem areas.

SOFTWARE SUPPORT ANALYST

The Associate Software Support Analyst provides software support and technical assistance to Tyler clients and employees. They are responsible for diagnosing and solving client issues in a timely and courteous manner, working independently or with other Client Services staff to resolve issues with Tyler software products. Their responsibilities include:

- Provides inbound phone, web or email support for customers nationwide.
- Provides technical assistance, direction, support and consulting.
- Resolves customer inquiries and issues regarding software products.

Attachment E. Custom Programming Request Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Custom Programming Request Form

Client:	
Date of Request:	
Contact Name:	
Expiration Date:	(Quote is valid for 30 days)

Feature Request

[Short Narrative Here]

Option 1 – [Custom Programming Item Name], [Hour Estimate]

[Details here]

Tyler Technologies Use Only

		Impact Fee:	$0
Development Hours:	0	Development:	$0
Estimated Release Date:	See Dates Below	Implementation Cost:	$0
Estimated Release Version:	See Dates Below	Training Cost:	$0
		Documentation Cost:	$0
		Total Cost:	$0

R&D Authorization: _____

Sales Rep Authorization: _____ Total Cost: $0

Authorized: _____

Release Schedule

Release Schedule	Estimated Date
[EnerGov Software Beta Release date]	DATE
[EnerGov Software RC Release date]	DATE
[EnerGov Software Gold Release date]	DATE
* Release dates are subject to change	

Accepted and Ordered by Customer:

Signature:	
Name (print):	
Title:	
Date:	

Please sign, date and return by fax:

Tyler Technologies, Inc.

Phone: 888-355-1093
Fax: 678-474-1002

Attachment F. Custom Report and Forms Form

City of Santa Fe

Statement of Work

Monday, September 12, 2016

EnerGov Custom Request Form

Fill out this form as completely and with as much detail as possible. Please attach any sample reports or other supporting documentation and be sure to save a copy for your records. The more detail provided, the better the report designer can develop the report without additional follow-up. Not all items will apply to each report; you need only complete those items that are relevant to the request. Exceptions to these requirements may be noted under Additional Details. To save time for a large number of similar report requests, save basic information as a template.

Client Name:	Report Requestor/Point of Contact:	Request Date:

EnerGov Module:
☐Application Management
☐Business License
☐Cashier
☐Code Management
☐Contact Management
☐Impact Management
☐Inspection Management
☐Object Management
☐Permit Management
☐Plan Management
☐Professional License
☐Project Management
☐Rental Prop Management
☐Request Management
☐Tax Remittance System
☐Other

Requested Completion Date:
Priority (1=High, 5=Low)
☐1 ☐2 ☐3 ☐4 ☐5

Report Name:

Report Type: ☐Report ☐Document

Report Description/Business Need:

Request Type: ☐New ☐Modification

Based on Similar or Existing Standard or Custom Report:

Report Target: ☐Client ☐Customer ☐EnerGov

Format Design:

Report Style: ☐Replicate Sample Exactly OR ☐Listing ☐Letter ☐Free Form ☐Certificate ☐Dashboard

Report Orientation:
☐Portrait ☐Landscape

Report Output:
☐Print/PDF ☐ Excel/CSV

Paper Type:
☐Letter ☐Legal ☐Ledger ☐Printed Form ☐Other

Include Print Date/Time:
☐Time ☐Header ☐Left
☐Date ☐Footer ☐Center
☐Right

Include Page Numbers:
☐Page N ☐Header ☐Left
☐Page N of M ☐ Footer ☐ Center
☐Right

Date/Time Formats:
☐MM/DD/YYYY ☐HH:MM?M
☐M/D/YY ☐HH:MM?m
☐MMM D, YYYY ☐H:MM?M
☐MMM, YYYY ☐H:MM?m
☐DD/MM/YY ☐HH:MM
☐MM/DD/YY ☐HHMM (24)

Default Font Information: (Times New Roman, 10 point, Black if not specified):

Font Name: Font Size: Font Color: Black or

Technical Design:

Identify Attached Specifications/Sample Documents (XLS, DOC, PDF, etc.):

Primary SQL Stored Procedure (for existing reports):

EnerGov Parameter:
☐Date Range ☐ Module ID ☐Other

Record Selection Inclusion/Exclusion Filter or Parameters (please put additional filters in the Notes for Developer):
Filter #1 Filter#2 Filter#3

Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐Dynamic Parameter: ☐User ☐Static ☐ Dynamic

How Report Data is to be Stored or Grouped (please put additional sort/groupings in the Notes for Developer):
Primary Sort: ☐Group
Secondary Sort: ☐Group
Tertiary Sort: ☐Group

Additional Details	
Notes For Developer:	
QA Instructions/Test Case Scenarios:	
Client Services Notes:	
Client Notes:	
Approvals	
Ready To Develop Checklist	
☐	All static and data elements have been identified in the report specification
☐	All formatting requirements have been identified in the report specification
☐	Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
☐	Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
☐	Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
☐	All custom fields have been created in the client database
☐	All custom fields have been configured on appropriate Additional Info dialogs
☐	All record types, classes, statuses, etc. necessary to the report have been configured
☐	All fees and fee templates necessary to the report have been configured
☐	All address types necessary to the report have been configured
☐	All contact types necessary to the report have been configured
☐	All objects, impact conditions, certifications, and other elements necessary to the report have been configured
☐	All workflow steps and actions necessary to the report have been configured
☐	All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
☐	Client has approved custom report request specification

Specification Report Developer	Specification Date	Estimated Initial Dev/QA Hours	Estimated Initial Dev/QA Cost
Client Services Representative		**Submitted Date**	**Billable Type:** ☐Contracted ☐Purchase Order

Client Approval

I agree that the above and associated documents accurately reflect the requirements for this Custom Report Request.

Client Name _____ Client Signature _____ Date _____

Understanding the EnerGov Custom Report Request Form

The following describes each item on the EnerGov Custom Report Form:

General Information

- **Client Name** – Name of the project client.
- **Report Requestor/Point of Contact** – Name of original customer or Tyler source of report requirements.
- **Request Date** – The date the request form is filled out.
- **EnerGov Module** – Check the box for the module for which the report is being developed.
- **Requested Completion Date** – The date the report has been promised to the customer.
- **Priority** – The importance of the report to the client (high priorities will be completed first).
- **Report Name** – The name the report is to be called (will be used for the RPT and SQL file names).
- **Report Type** – Whether the report is a batch-style report or single case document.
- **Report Description/Business Need** - Describe the purpose or use of the report.
- **Request Type** – Whether request is based on, or modification to, an existing report or a new report.
- **Based On Or Similar To Existing Standard or Custom Report** – Identify an existing report that should be used as a starting point for further development.
- **Report Target** – Indicate if this report is for EnerGov use, internal Client use, or will be delivered to end Customers.

Format Design

- **Report Style** – Whether the report style is a listing format (table), Letter (to be mailed), Form (completed or to be filled out), Certificate (such as license or permit), Dashboard (summary analysis of data) or Exact (identical to the sample report).
- **Report Orientation – Whether the report page orientation is Portrait or Landscape.**
- **Report Output** – Whether report is intended to be read (Print/PDF) or exported (Excel/CSV).
- **Paper Type** – Select the type of paper the report will be printed on (letter, legal, ledger, pre-printed form, or other paper size). If selecting other, please identify in Additional Notes.
- **Include Print Date/Time** – Select whether to include the print date and/or time in the report header/footer and to justify it center, left or right.
- **Include Page Numbers** – Select whether to include Page Number and or Page Total in the report header/footer and to justify it center, left or right.
- **Date/Time Formats – Select the default style of date and time to be used in the report.**
- **Default Font Information – If the default font size, style and color not specified: Times New Roman, 10pt, Black.**

Technical Design

- Identify Attached Specification/Sample Documents - List the file names of additional requirements specifications or sample documents.
- **Primary SQL Stored Procedure – The name of any existing stored procedure to be used for the report.**
- **EnerGov Parameter** – Indicate if the key report parameter is a date range, an EnerGov Module ID or other field.

- **Record Selection Inclusion/Exclusion Filter Or Parameters** – List any filters to include or exclude records, in addition to any EnerGov Parameter, that should be applied to the data record selection or SQL Stored Procedure. If the filter is to be a user-prompted parameter, indicate whether the user will enter a value, select from a list of static values, or select from a dynamic list of values. If more than three, please list in *Notes For Developer*.
- **How The Report Is To Be Sorted or Grouped –** List any primary, secondary or tertiary sorting. Note if the report should be grouped by the sort value. If any group summary totals and/or if more than three sort/group levels are required, please list in *Notes For Developer.*

Additional Details

- **Notes for Developer** – Any additional information that will aid in the design and development of the report.
- **QA Instructions/Test Case Scenarios –** Special testing information to facilitate report testing and validation.
- **Client Services Notes –** Any additional comments about the report for the Implementation Team.
- **Client Notes** – Any additional comments about the report for the client.

Approval

- **Ready To Develop Checklist –** List of items for Implementation to make sure are complete before submitting the Report Request.
  - All static and data elements have been identified in the report specification
  - All formatting requirements have been identified in the report specification
  - Indicate in the report specification whether to list one address type, all address types, or prioritization of address types
  - Indicate in the report specification whether to list one contact type, all contact types or prioritization of contact types
  - Indicate in the report specification whether to list one phone number, all phone numbers or prioritization of phone numbers
  - All custom fields have been created in the client database
  - All custom fields have been configured on appropriate Additional Info dialogs
  - All record types, classes, statuses, etc. necessary to the report have been configured
  - All fees and fee templates necessary to the report have been configured
  - All address types necessary to the report have been configured
  - All contact types necessary to the report have been configured
  - All objects, impact conditions, certifications, and other elements necessary to the report have been configured
  - All workflow steps and actions necessary to the report have been configured
  - All support data (Bonds, Hearings, Parcels, Tasks, Users, Zones, etc.) necessary to the report have been configured
  - Client has approved custom report request specification
- **Specification Report Developer –** The name of the Report Developer assisting in the requirements gathering and report specification.
- **Specification Date –** The date the specification was completed.

- **Estimated Initial Development/QA Hours** – The number of hours expected for initial report development and QA. Revisions and subsequent changes to the specification may require additional hours.
- **Estimated Initial Development/QA Cost** – The expected billable cost for initial report development and QA. Revisions and subsequent changes to the specification may lead to additional billable costs.
- **Client Services Representative** – The name of the Client Services Representative working with the client.
- **Submitted Date** – The date the approved Custom Report Request is submitted to the Report Development Team.
- **Billable Type** – Whether this report is part of a contracted set of development hours, or will be billed against a client purchase order.
- **Client Approval** – Authorization by the client verifying that the report requirements are correct.

Attachment G. DB Data Model and Guide

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Data Conversion for EnerGov Enterprise Server Template DB Data Model and Guide

The tables in the EG_Template db are grouped together and named such that they correspond closely with the structure of the EnerGov core product, which is broken out into different units/modules. Below, each module will contain a listing of the tables, a brief description, and an ERD diagram. All of these ERD diagrams are present within the EG_Template db (under the Database Diagrams folder in SQL Server).

Contact Repository:

contact

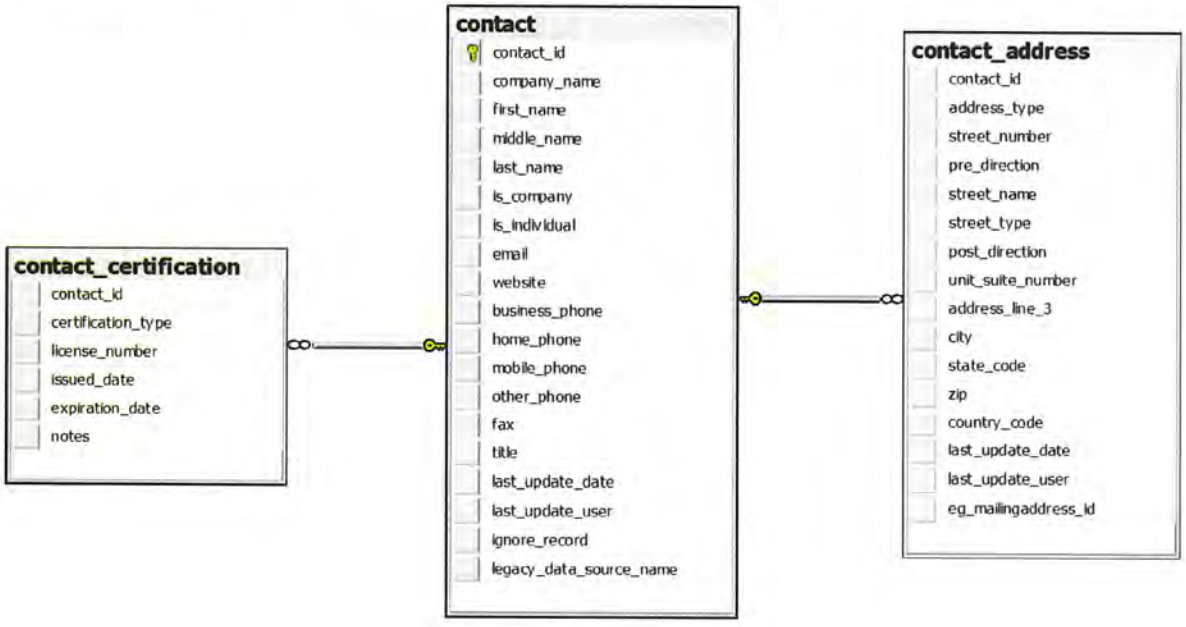
This contains the master list of contacts to convert. Duplicates should be kept to a minimum. The goal would be to have one contact record for each actual person or company. Every module within EnerGov will utilize this same contact master table for its case contacts.

contact_address

The various addresses associated to the contact. Address_type is available to distinguish different addresses (mailing, location, billing, etc.).

contact_certification

This is used to hold certifications or licenses that are desired for historical purposes, but are not being managed in EnerGov with Professional Licensing or Business Licensing.



Professional Licensing:

contact

See Contact Repository.

professional_license

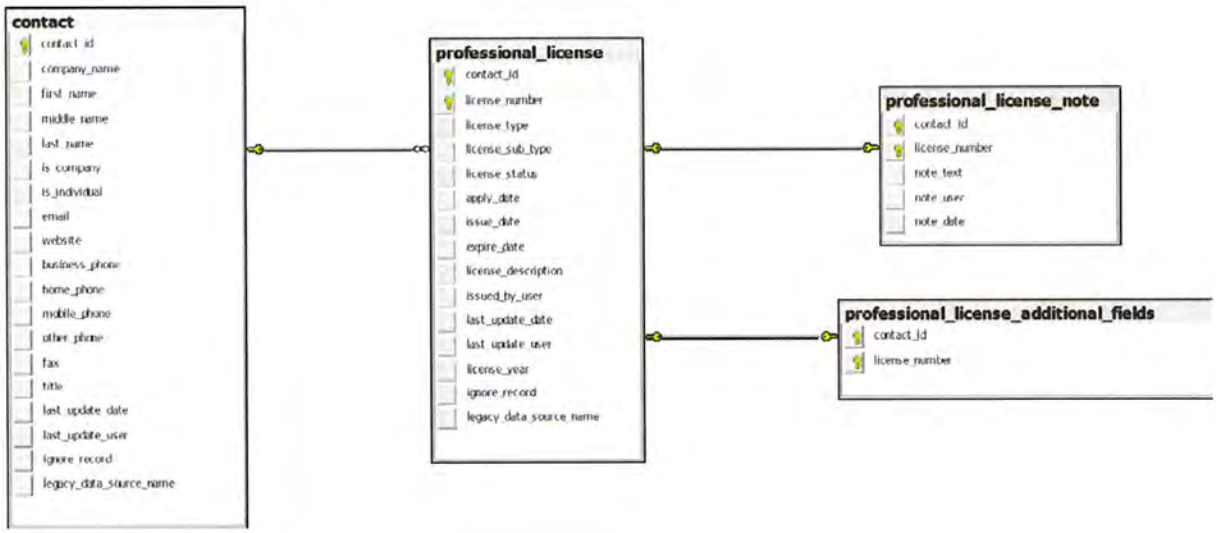
Usually a license related to an individual or contractor of some sort.

professional_license_note

Simply a place for logging memos on the license.

professional_license_additional_fields

Add any other fields which are not provided in the template model.



Business Licensing:

contact

See Contact Repository.

Business

The business table relates 1-to-1 with the contact table. This table simply holds extra attributes of the contact, and allows the contact to interact with the business license module of EnerGov as a business entity.

business_parcel

For integration with GIS, simply provide the parcel number (or PID) of the business location.

business_contact

For business contacts that link up to the master contact repository.

business_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the business record in the legacy db (Applicant, Owner, Manager, President, etc.).

business_inspection

For routine inspections associated to business licenses.

business_license

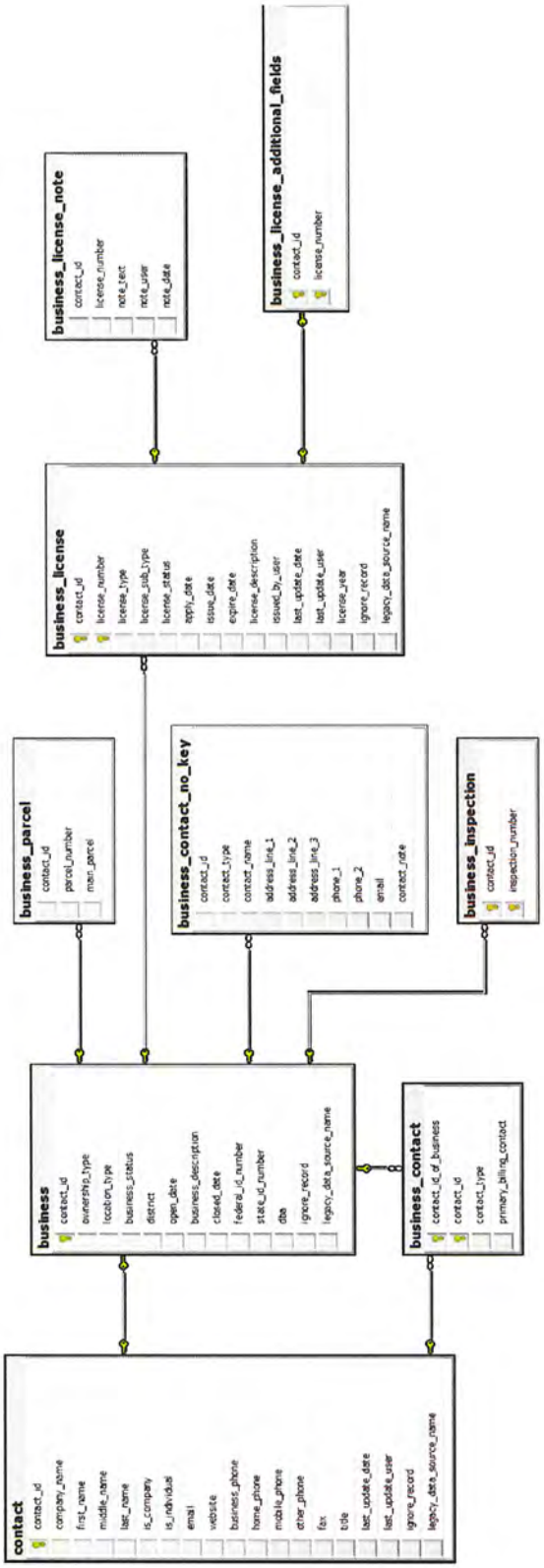
Holds licenses related to a company.

business_license_note

Simply a place for logging memos on the license.

business_license_additional_fields

Add any other fields which are not provided in the template model (at the license level).


business_license_note
contact_id
license_number
note_text
note_user
note_date
business_license_additional_fields
contact_id
license_number
business_license
contact_id
license_number
license_type
license_sub_type
license_status
apply_date
issue_date
expire_date
license_description
issued_by_user
last_update_date
last_update_user
license_year
ignore_record
legacy_data_source_name
business_parcel
contact_id
parcel_number
main_parcel
business_contact_no_key
contact_id
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
business_inspection
contact_id
inspection_number
business
contact_id
ownership_type
location_type
business_status
district
open_date
business_description
closed_date
federal_id_number
state_id_number
dba
ignore_record
legacy_data_source_name
business_contact
contact_id_of_business
contact_id
contact_type
primary_billing_contact
contact
contact_id
company_name
first_name
middle_name
last_name
is_company
is_individual
email
website
business_phone
home_phone
mobile_phone
other_phone
fax
title
last_update_date
last_update_user
ignore_record
legacy_data_source_name

Code Enforcement:

code_case

Self-explanatory.

code_case_address

The various addresses associated to the case. Address_type is available to distinguish different addresses (location, owner, etc.). code_parcel - For integration with GIS, simply provide the parcel number (or PID) of the case location.

code_case_contact

For case contacts that link up to the master contact repository.

code_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Complainant, Owner, Tenant, etc.).

code_inspection

For inspections associated to code cases.

code_case_history_log

If history of updates to the case are really needed, they can be logged here.

code_case_note

Simply a place for logging memos on the case.

code_case_additional_fields

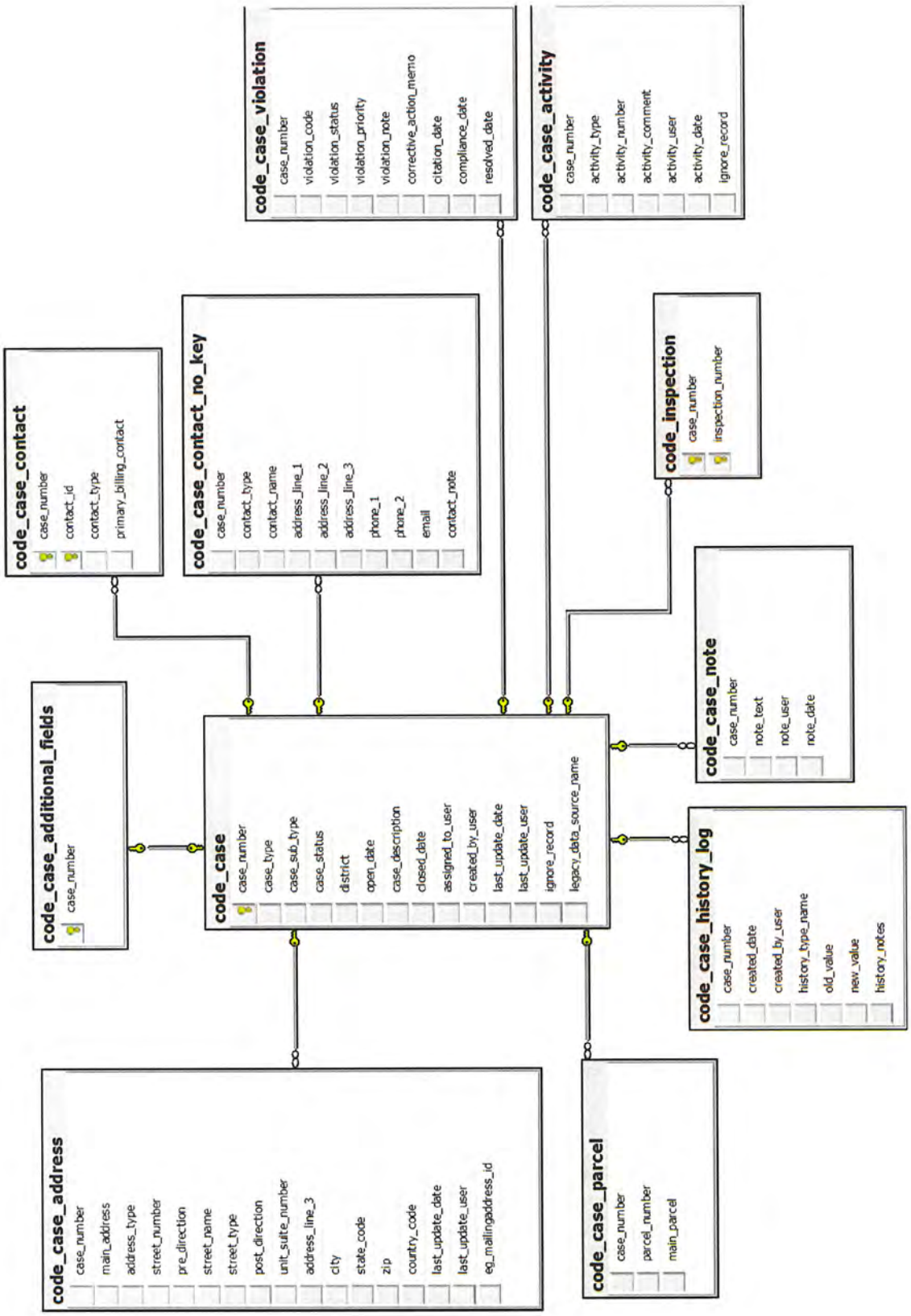
Add any other fields which are not provided in the template model (at the case level).

code_case_violation

Violations associated to the case. These usually reference city/county code numbers.

code_case_activity

A place to log various events that have occurred against the case.


code_case_violation
case_number
violation_code
violation_status
violation_priority
violation_note
corrective_action_memo
citation_date
compliance_date
resolved_date
code_case_activity
case_number
activity_type
activity_number
activity_comment
activity_user
activity_date
ignore_record
code_case_contact
case_number
contact_id
contact_type
primary_billing_contact
code_case_contact_no_key
case_number
contact_type
contact_name
address_line_1
address_line_2
address_line_3
phone_1
phone_2
email
contact_note
code_inspection
case_number
inspection_number
code_case_additional_fields
case_number
code_case
case_number
case_type
case_sub_type
case_status
district
open_date
case_description
closed_date
assigned_to_user
created_by_user
last_update_date
last_update_user
ignore_record
legacy_data_source_name
code_case_note
case_number
note_text
note_user
note_date
code_case_history_log
case_number
created_date
created_by_user
history_type_name
old_value
new_value
history_notes
code_case_address
case_number
main_address
address_type
street_number
pre_direction
street_name
street_type
post_direction
unit_suite_number
address_line_3
city
state_code
zip
country_code
last_update_date
last_update_user
eg_mailingaddress_id
code_case_parcel
case_number
parcel_number
main_parcel

Permits:

Permit

Self-explanatory. There is a parent-child relationship available within this table (for sub-permits).

permit_address

The various addresses associated to the permit. Address_type is available to distinguish different addresses.

permit_parcel

For integration with GIS, simply provide the parcel number (or PID) of the permit location.

permit_contact

For case contacts that link up to the master contact repository.

permit_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the permit record in the legacy db (Applicant, Owner, Contractor, etc.).

permit_inspection

For inspections associated to permits.

permit_history_log

If history of updates to the permit are really needed, they can be logged here.

permit_note

Simply a place for logging memos on the permit.

permit_additional_fields

Add any other fields which are not provided in the template model (at the permit level).

permit_activity

A place to log various events that have occurred against the permit.

permit_hold

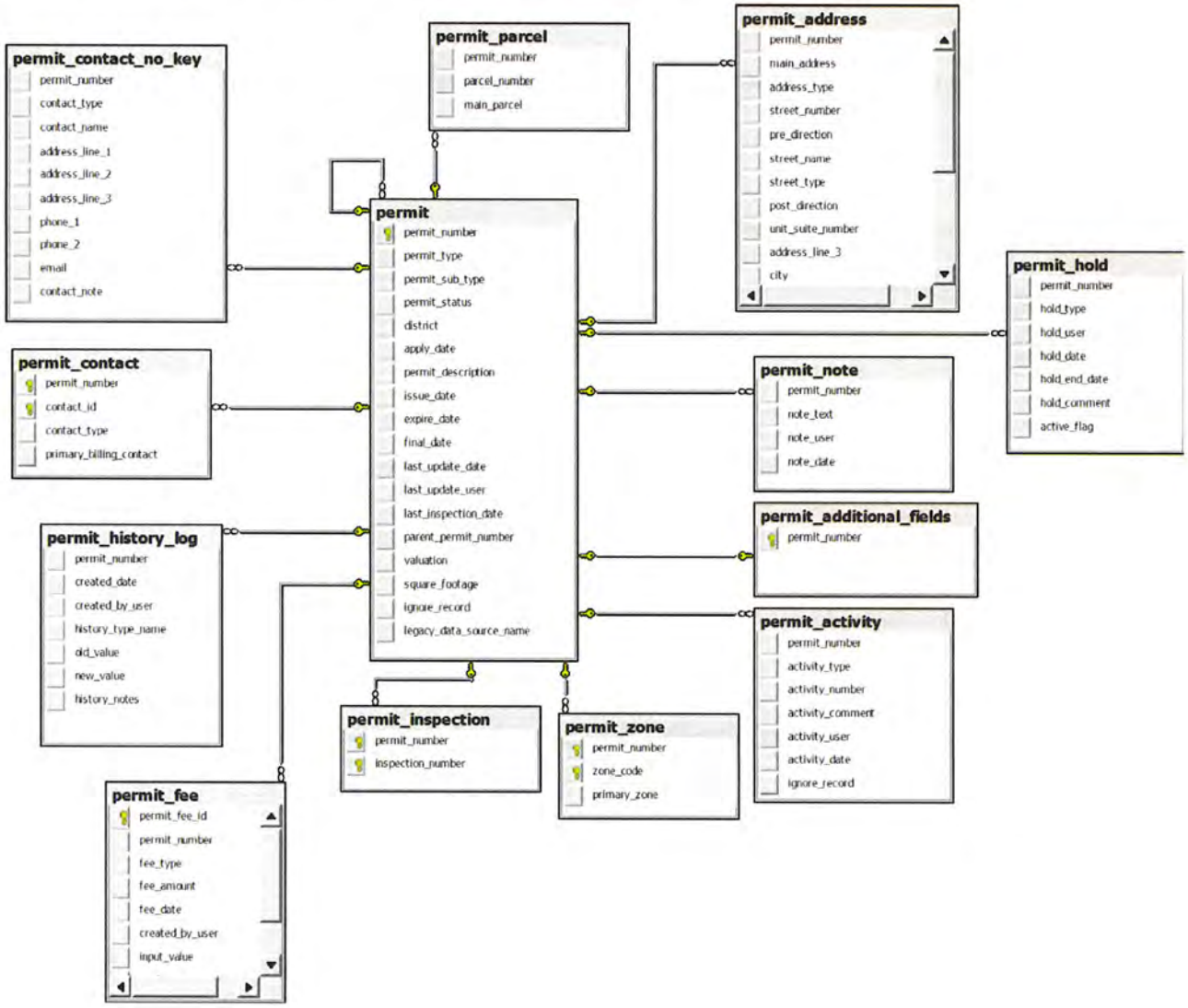
For instances where a stop work, or a hold was/is issued against a permit.

permit_zone

Simply provides a place to link zones to a permit. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

permit_fee

Simply shown for reference here. Also see the Financial Tables section.



Plans:

plan_case

Self-explanatory.

plan_address

The various addresses associated to the case. Address_type is available to distinguish different addresses.

plan_parcel

For integration with GIS, simply provide the parcel number (or PID) of the plan location. Where multiple parcels are on a case, one should be designated as the main parcel.

plan_contact

For case contacts that link up to the master contact repository.

plan_contact_no_key

For contacts that are not part of the master contact repository. These are usually stored as attributes of the case record in the legacy db (Applicant, Owner, Contractor, etc.).

plan_inspection

For inspections associated to cases.

plan_history_log

If history of updates to the case are really needed, they can be logged here.

plan_note

Simply a place for logging memos on the case.

plan_additional_fields

Add any other fields which are not provided in the template model (at the case level).

plan_activity

A place to log various events that have occurred against the case. For conversions, reviews would likely go here.

plan_hold

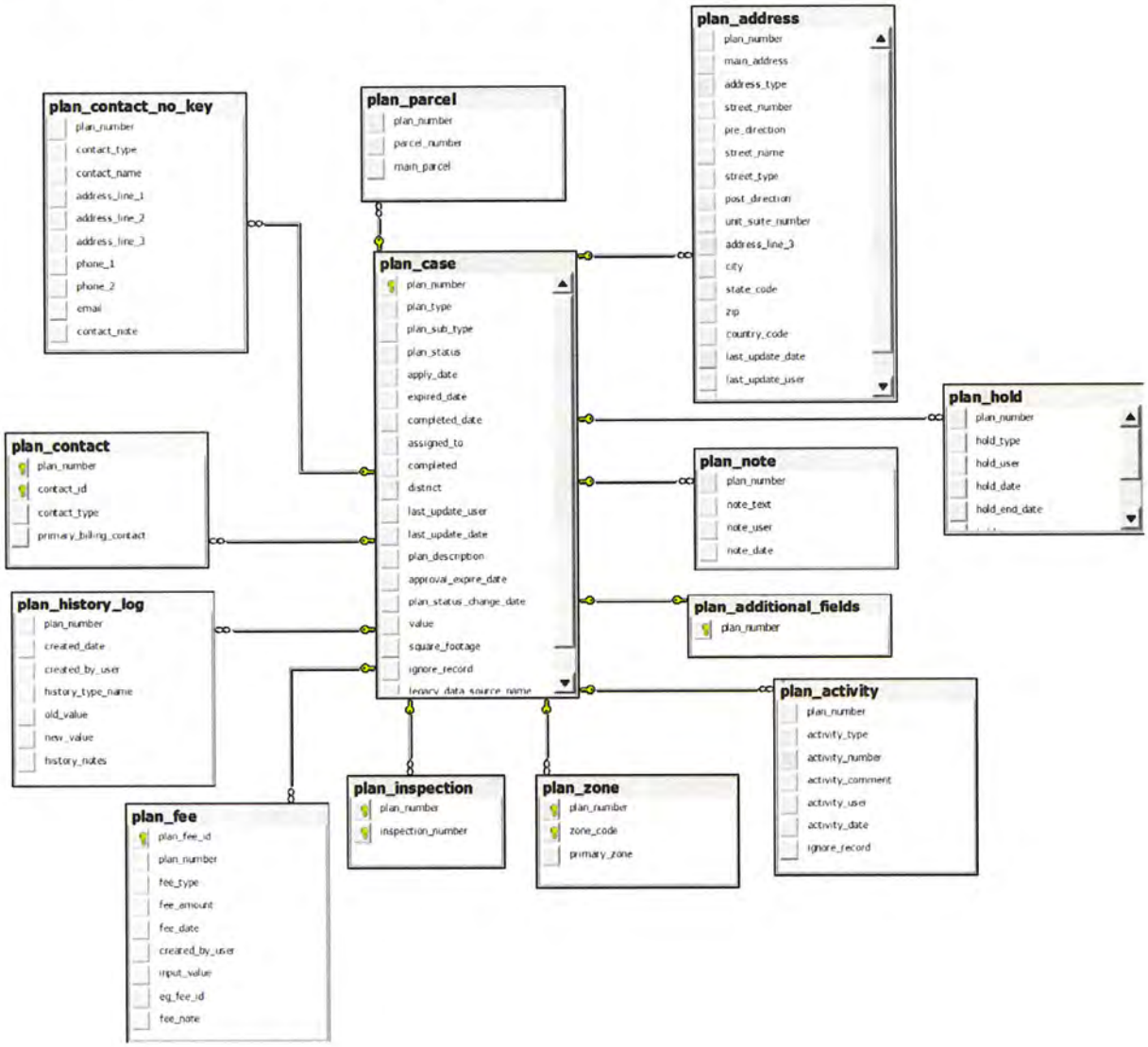
For instances where a stop work, or a hold was/is issued against a case.

plan_zone

Simply provides a place to link zones to a case. This is available, but is usually not used (custom fields are usually setup in EnerGov to hold zone codes of various types).

plan_fee

Simply shown for reference here. Also see the Financial Tables section.



Inspections:

Inspection

This holds the details of each inspection occurrence. Each inspection should be linked to the case that it relates to by using the cross reference tables below.

plan_inspection

For inspections associated to plan cases.

permit_inspection

For inspections associated to permits.

code_inspection

For inspections associated to code cases.

business_inspection

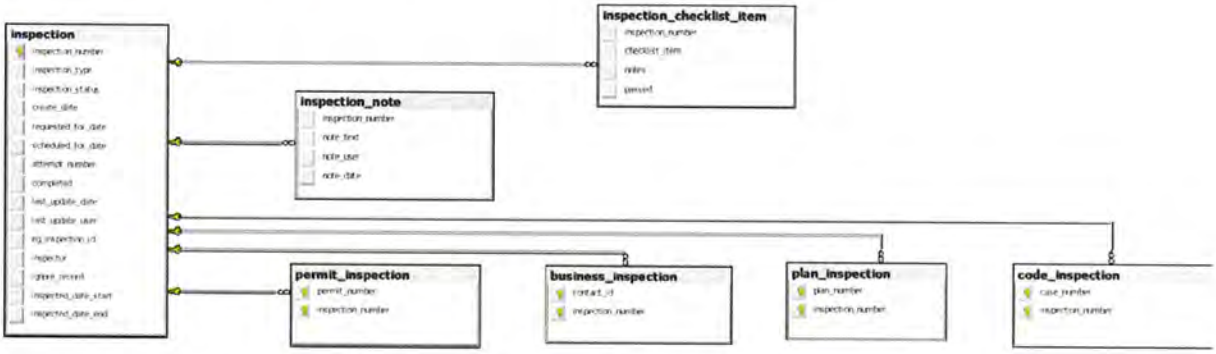
For inspections associated to businesses.

inspection_note

Simply a place for logging memos on the inspection.

inspection_checklist_item

These can be used for categorized checklist info, violations, etc.



Financial Tables:

permit fee

Holds the details for fees associated to permits.

plan fee

Holds the details for fees associated to plans.

payment

Records representing funds received.

payment_reversal

Records representing funds going back to a customer (or voided). The types of transactions here would likely be voids, NSFs, and refunds. These should be linked back to the original payment record that they are reversing.

permit_payment_detail

records the amount applied to each individual fee (line item) within a payment.

plan_payment_detail

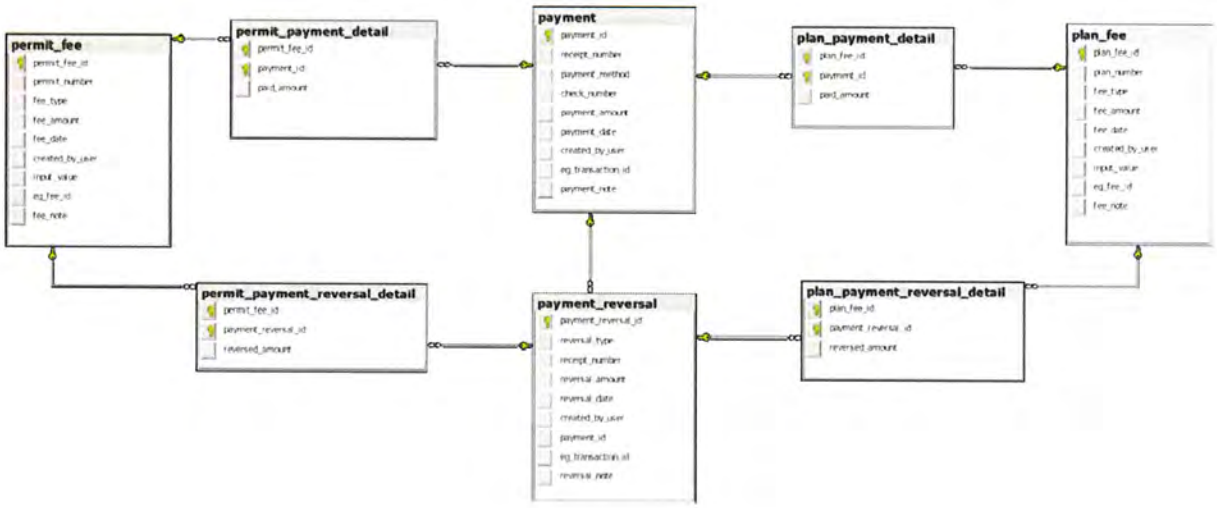
records the amount applied to each individual fee (line item) within a payment.

permit_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.

plan_payment_reversal_detail

records the amount applied to each individual fee (line item) within a reversal.


permit_fee
permit_payment_detail
payment
plan_payment_detail
plan_fee
permit_payment_reversal_detail
payment_reversal
plan_payment_reversal_detail

Attachment H. Data Conversion Process

City of Santa Fe

Statement of Work

Monday, September 12, 2016

Data Conversion Process for EnerGov Enterprise Server (Template DB Option)

Overview:

This document is an intro to the SQL Server EG_Template database and how to populate it.

Modularized Design:

As with the EnerGov software, the EG_Template db is sectioned off into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, there will be various child tables branching out below the master table for that module (ex. 'permit_address', 'permit_note', etc.).

There are tables that cross multiple modules. The most notable of these involve inspections and payment transactions.

Database diagrams have been included in the EG_Template database. These show the tables and their relationships for each module.

Required Fields:

There are certain fields in the EnerGov software which are required fields, and we cannot write records to the EnerGov db without populating these columns. Sometimes, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Some of these fields are drop-down lists in EnerGov, which means that we will be restricted in the values that we can write to these required fields in the EnerGov db. For drop-down fields, there is no restriction on what can be written in the EG_Template db. So, exact spelling or careful matching to the EnerGov configured values is not an issue for fields that are destined for EnerGov drop-down fields. We will run these through a separate mapping table to translate the values to the appropriate EnerGov value during conversion. These mappings will be negotiated during the development phase of the conversion.

Custom Fields (any fields not available in the master table for the module in question):

Most legacy systems will have some attribute fields that are not specified in the corresponding master table within EG_Template. In EnerGov, we will refer to these as custom fields. Within each module, there will be a child table for such custom fields. Since these are specific to the legacy system(s), you may add columns to these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

Gap Handling (where legacy data doesn't fit anywhere within EG_Template):

There are sometimes special features of a legacy system which EnerGov does not account for in the EG_Template db. We may have to work out a custom solution to handle these special cases.

Contacts:

This is always a big topic for data migrations. These generally fall into two categories:

3. Those contacts that were managed with each person/company having one contact record, which is kept up to date over time. As this person/company is associated with records over time (getting a business license, pulling permits, being associated to a code violation), that one contact record is attached to the permit, license, code case, etc. With this model, there is generally no duplication of contact records (except when created by mistake).

4. Contacts where the user keys the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself. So, if a contact has been associated to 10 different permits over time, there would be 10 records with the contact attributes (each one will likely have slightly different values in the various fields like name, address, phone, etc.). With this model, there is considerable duplication of contacts.

In the EnerGov model, contacts are stored as in category 1 above. Those contacts put into EG_Template without a master 'contact' record link (category 2 above) will be migrated into custom field memo boxes to avoid duplication of contacts within the EnerGov contact repository.

For example, when populating the permit contacts, those contacts for category 1 should go into the 'permit_contact' table. Those contacts for category 2 should go into the 'permit_contact_no_key' table.

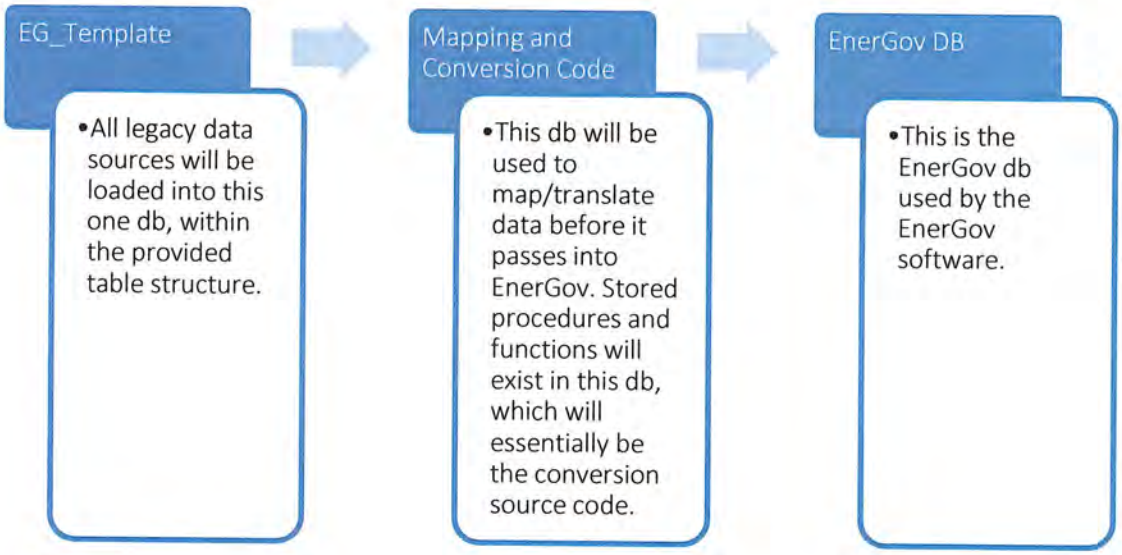
Multiple Legacy Data Sources:

There are usually multiple data sources to convert in a project. The plan is to have all data sources populated into the EG_Template db. At the main table level, there is an optional column where the legacy data source can be populated for reference. This is provided as a way to easily count up or research records originating from a particular legacy data source.

Overall Architecture of Conversion:

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
2. EnerGov (the production EnerGov db)
3. A database containing all conversion processes and mapping tables. This is maintained by Tyler's data conversion team. This db takes the data from EG_Tempate, translates it, and populates it into the EnerGov db.



Progression of Conversion Development Process:

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Client	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Client	Dependent on completed EnerGov configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to EnerGov	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor EnerGov configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team for review.
7	Review and either sign-off or request changes	Client	Client team will review the data and the interaction with it in the EnerGov software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until client signs off on the conversion.

Progression of Final Conversion Cutover Process (Go-Live):

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Client	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting EnerGov database will be provided to client team. This will be the production EnerGov db.
3	Go Live	Tyler /Client	Verification of EnerGov db and site functionality - Data Conversion sign-off Move to production phase

Exhibit E
Schedule 2
Energov Statement of Work

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Exhibit F
Tyler Proposals

Tyler's Proposals to the City of Santa Fe, dated March 4, 2016 for Core Financials, Human Resources and Payroll, and Community Development Functionality, and dated June 9, 2016 for Software and Implementation Services for Community Development System are incorporated herein by reference. Tyler's Proposals referenced herein shall include any Tyler responses to the City of Santa Fe's Request for Clarification.

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Exhibit G
Client's Requests for Proposal

The City of Santa Fe's Requests for Proposals for Software and Implementation Services for Integrated Systems for Core Financials, Human Resources and Payroll, and Community Development Functionality (RFP #16/22/P) and for Software and Implementation Services for Community Development System (RFP #16/42/P), are incorporated herein by reference.

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City of Santa Fe, New Mexico
Memorandum

DATE: August 20th, 2025

TO: Mark Scott, City Manager MS

VIA: Eric Candelaria, ITT Department Director EC

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for Tyler Technologies, Inc Amendment #2 to Item #17-0381

ITEM & ISSUE:
Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Tyler Technologies, Inc Amendment #2 to Software as a Service Agreement item# 17-0381 which expired on May 31st, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment
The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.
Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.

Mark Scott (Aug 20, 2025 20:20:12 MDT)

Mark Scott, City Manager

Eric Candelaria (Aug 20, 2025 18:43:21 MDT)

Eric Candelaria, ITT Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/12/2025

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 MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102891976-TTI-GAWX+-25-26	**CONTACT NAME:** Finn Davis **PHONE (A/C, No, Ext):** (617) 999-7893 **FAX (A/C, No):** **E-MAIL ADDRESS:** Finn.Davis@marsh.com
INSURED Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Co — 19682 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford Casualty Insurance Company — 29424 **INSURER D :** QBE Specialty Insurance Company — 11515 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011255873-26 **REVISION NUMBER:** 0

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 [ ] PRO-JECT [ ] LOC [ ] OTHER:			10UENBA4DHY	04/01/2025	04/01/2026	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10UENBK8G3C	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			10XHUBC1DGX	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WNS88300	04/01/2025	04/01/2026	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	Professional Liability/Cyber			130001996	06/17/2025	06/17/2026	Limit	10,000,000

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

City of Santa Fe is Additional Insured under the general liability, auto and umbrella policy where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 875040909

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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability/Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sublimits or deductibles, please contact the insured.

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Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Tyler Technologies, Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Office Address:	**Remit Address:**
5101 Tennyson Parkway	Box 203556

6 City, state, and ZIP code

Plano, TX 75024	Dallas, TX 75320-3556

Requester's name and address (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	5	–	2	3	0	3	9	2	0

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** Arlene Stanley **Date** 01/08/2025

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Outlook

RE: Tyler ERP Renewal & Next Step

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Date Wed 6/18/2025 2:06 PM
To DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>
Cc CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; LUCERO, PATRICK A. <palucero@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; BOLDEN, JOSEFA X. <jxbolden@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>

1 attachment (50 KB)
OnePennyMemoSPD.pdf;

Good afternoon, Zarifa,

Pursuant to NMSA 1978, Section 13-1-150, General Services contracts may have a term of up to ten years (measured from the original Mayor's signature date to the expiration). As this statute was cited in both the procurement and the resulting contract, an extension is permissible. Please proceed immediately with processing an amendment to extend the contract term so that the total duration equals ten (10) years.

Keep in mind that the packet must go through several steps—including development, legal review, procurement review, contractor review, initial signatures, committee reviews, and Governing Body approval—so timely action is essential.

Looking ahead, please ensure a new procurement is initiated well in advance of the revised expiration date to allow adequate time for transition—including procurement, implementation, training, and any other necessary steps.

Items needed for the amendment packet:

1. Memo
2. Amendment
3. The attached SPD memo
4. This email as a PDF
5. Updated/Current Certificate of Insurance (COI)
6. Original packet (including the original contract and any previous amendments)
    - @OSTER, EMILY K.: The packet is relatively large—may they reference it in the amendment packet instead of including it in full?
6. All other supporting materials (per the roadmap)

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: DUTTON-LEYDA, TRAVIS K.
Sent: Wednesday, June 18, 2025 11:03 AM
To: DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; LUCERO, PATRICK A. <palucero@santafenm.gov>; SALAZAR, NATHAN P. <npsalazar@santafenm.gov>; BOLDEN, JOSEFA X. <jxbolden@santafenm.gov>; OSTER, EMILY K. <ekoster@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Subject: RE: Tyler ERP Renewal & Next Step

Zarifa,
The first part of this exercise is for Marcos and me to determine whether the contract can exceed its original term.

Marcos,
I'll go ahead and add a meeting to your calendar so we can review this together. In the meantime, please take a look at the file linked below—it includes the limited documentation I was able to gather.

File: 16-22-P Software Implementation - Munis

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Sent: Friday, June 13, 2025 2:20 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Tyler ERP Renewal & Next Step

thank you for the update.

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications

Mouton Hall, Midtown

Santa Fe, NM 87504

Cell – 505.470.5963

edcandelaria@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, May 29, 2025 6:29:24 PM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Subject: RE: Tyler ERP Renewal & Next Step

The contract is set to expire on **August 31, 2025**, unless an amendment is processed to extend it.

Please note that only **Legal** and I can determine whether a contract can exceed the term stated in the original contract and procurement. If you believe an extension is necessary beyond August 31, 2025, let me know so we can review and advise accordingly.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Book time to meet with me

https://santafenm.gov/finance-2/purchasing-1

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Sent: Thursday, May 29, 2025 6:25 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Fw: Tyler ERP Renewal & Next Step

See below

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications

Mouton Hall, Midtown

Santa Fe, NM 87504

Cell – 505.470.5963

edcandelaria@santafenm.gov

From: Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Sent: Monday, February 17, 2025 3:25:15 PM
To: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Re: Tyler ERP Renewal & Next Step

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 evening,

I was able to get your contract. In Section F - Terms and Conditions, your term is stated:

> Term. The initial term of this Agreement is seven (7) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. To the extent permitted by applicable law, upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

There's more to unpack here than usual. Firstly, you do have automatic renewals included in this verbiage, "this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees."

However, I've never seen this before, "The parties acknowledge that NMSA 1978 § 13-1-150 limits contracts to eight years or fewer including all extensions and renewals." That does put the expiration at March of 2025 since this contract originated in 2017. I looked up that law to see how it reads, and this website, https://law.justia.com/codes/new-mexico/chapter-13/article-1/section-13-1-150/, says it was amended in 2018:

> **The 2018 amendment,** effective May 16, 2018, increased the maximum term for certain multi-term contracts; and in Subsection A, after "the term shall not exceed", deleted "eight" and added "ten".

I'm obviously not a lawyer, but I would take that to mean that you have two more years before this is an issue. I'm not saying you should wait until then to address it, but at least there's no immediate concern. I'm happy to jump on a call and talk it over with you. I have the most availability on Thursday.

Thanks,

Jeremy Shaw
Account Representative

Book time to meet with me

P: (207) 518-4592

www.tylertech.com

From: Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Sent: Monday, February 17, 2025 3:48 PM
To: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>; CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Re: Tyler ERP Renewal & Next Step

Hello,

I just wanted to respond quickly to confirm and put minds at ease, services will not be interrupted.

I should have more for you soon regarding the specifics of your contract.

Thanks,

Jeremy Shaw
Account Representative

Book time to meet with me

P: (207) 518-4592

www.tylertech.com

From: BOLYANATZ, ZANDER L Contractor ITT <albolyanatz@santafenm.gov>
Sent: Monday, February 17, 2025 3:40 PM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>; CONNER, KAYLA M. <kmconner@santafenm.gov>; DUSHDUROVA, ZARIFA X. <zxdushdurova@santafenm.gov>; NOBES, LORRAINE E. <lenobes@santafenm.gov>; Shaw, Jeremy <Jeremy.Shaw@tylertech.com>
Cc: Donovan, John <john.donovan@tylertech.com>
Subject: Tyler ERP Renewal & Next Step

Good Afternoon,

I was able to call and talk to Jeremy at Tyler, who is our account rep for the ERP system at Tyler.

I have asked Jeremy to do a deep dive into our CoSF Tyler contract and he should be getting back to us in the next day or two. But I do want to highlight a couple of items Jeremy mentioned:

- Auto renew clause- There “should” be an auto renew clause in the contract, but Jeremey is checking and will confirm
- I did get a verbal guaranteed from Jeremy that Tyler will not shut off the ERP or interrupted services to CoSF while we are working through the renewal.

Jeremy, if I am miss-quoting you please let me know in this email chain, just so there is a paper trail.

Please let me know if you have any questions.

Thanks,

Zander Bolyanatz
Project Manager, Information Technology & Telecommunications
Mouton Hall, Midtown
Phone: (505) 955-5512
Email: albolyanatz@santafenm.gov

CITY OF SANTA FE
INFORMATION & TECHNOLOGY

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Susana Martinez
New Mexico Governor

Ed Burckle
Cabinet Secretary

Lawrence O. Maxwell
State Purchasing Agent

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Administrative Services Division
(505) 827-2000
Building Services Division
(505) 476-2425
Property Control Division
(505) 827-2141
Purchasing Division
(505) 827-0472
Risk Management Division
(505) 827-2036
State Printing & Graphic Services Bureau
(505) 476-1950
Transportation Services Division
(505) 827-1958

June 6, 2013

SPD POLICY MEMO #FY13-003

Professional Services with Small Amounts of Non-Professional Services or Goods

This Policy Memo rescinds SPD Policy Memo #FY09-004, dated April 29, 2009, "Professional Services with Small Amounts of Non-Professional Services Components"

Effective immediately, Professional Services contracts containing ANY amount of general services or goods shall be considered general services contracts. General services contracts must be procured and processed for execution (final signature) using the processes and procedures of the State Purchasing Division of the General Services Department.

This policy memo codifies and reflects a coordinated State Purchasing Division and Department of Finance and Administration/Contracts Review Bureau position that has been previously implemented.

Lawrence O. Maxwell
State Purchasing Agent

GB- 350-Tyler_Technologies_Amendment_2_

Final Audit Report 2025-10-14

Created:	2025-10-09
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgrIsySWQy6NSpbUxbon8iNP_ks-R0RTZ

"GB- 350-Tyler_Technologies_Amendment_2_" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-09 - 7:23:12 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-10-09 - 7:28:20 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2025-10-09 - 7:28:27 PM GMT- IP address: 51.54.38.123

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 8:03:04 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-09 - 8:03:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-10-09 - 8:03:44 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-10-09 - 8:12:46 PM GMT- IP address: 63.232.20.2

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-10-09 - 8:55:25 PM GMT- IP address: 129.222.143.127

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-10-10 - 2:49:22 PM GMT - Time Source: server- IP address: 174.218.19.200

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-10 - 2:49:27 PM GMT

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-10-14 - 11:20:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-10-14 - 11:20:45 PM GMT

Powered by
Adobe
Acrobat Sign

Honorable Chad D. Chittum
Santa Fe Municipal Court Judge
City of Santa Fe Municipal Court
2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504
(505) 955-5070 Fax (505) 955-5159

Transmittal Memo

TO: City of Santa Fe Finance Committee/City Council/Mark Scott, City Manager/Quality of Life Committee

VIA: Judge Chad Chittum, Municipal Court 9/25/25

FROM: Justine Hines, Paralegal 9/25/25

DATE: 09/25/2025

RE: Request for approval of BAR to add monies to the Municipal Court Budget

---

BACKGROUND & SUMMARY:

The Municipal Court requests approval of the above-mentioned BAR to meet the needs of the court for this fiscal year (FY 25/26).

Municipal Court needs funds due to budget requests that were omitted and reduced in the FY26 budget.

Therefore, we are requesting the approval of the BAR.

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government/Municipal Court	9/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Legal Contracts	1002700	510200		9,000	
Service Contracts	1002700	510310		55,000	
Repair\Maintenance	1002700	520400		1,169	
Office Supplies	1002700	530100		3,690	
Clothing/Linen	1002700	530500		1,550	
Out of State Per Diem	1002700	560200		11,600	
In State Per Diem	1002700	560250		10,500	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 92,509	$ -

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

Use of available General Fund balance to cover budget requests that were ommitted in FY26 budget.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(92,509)
TOTAL:	**(92,509)**

Justine Hines — 9/25/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

9/25/2025
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

Mark Scott (Sep 25, 2025 17:22:43 MDT)
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
Community Development / Economic Development	8/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Full-Time Temporary Salaries	2122800	500750		$ 325,000	
Grants and Services	2122800	510400		$ 250,000	
Service Contracts	2122800	510310		$ 225,000	
Professional Contracts	2122800	510300		$ 688,933	
Professional Contracts	2122800	510300		$ 96,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$1,584,933	$ -

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

BAR to re-appropriate unused balance of the One-Time Funds received in February 2025 from FY25 to FY26 budget.

Small Business Crime Mitigation & Security Grants $250K

Small Business Development Support $225K

Workforce Development $688,933 ($750K less $61,066

Support Office Rent $96K and Tempary Salary Support $325,000

{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 #:

Loretta S. Olguin — Prepared By *{print name}* — Date

Johanna Nelson (Aug 22, 2025 12:10:18 MDT) — Aug 22, 2025 — Division Director Signature *{optional}* — Date

Elisa D. Montoya — Elisa D. Montoya (Aug 22, 2025 12:11:35 MDT) — Aug 22, 2025 — Department Director Signature — Date

Andy Hopkins — Aug 22, 2025 — Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **August 22, 2025**

TO: **Governing Body**

Via: **Johanna C. Nelson, Economic Development Director** JN
Elisa D. Montoya, Community Development Director EDM
EDM

FROM: **Loretta Olguin, Business Operations Manager**

ACTION REQUESTED:

Request approval of a Budget Amendment Resolution (BAR) in the total amount of $1,584,933 to re-appropriate the Economic Development FY25 One-Time Funding to the FY26 budget.

ITEM AND ISSUE:

This BAR seeks the reauthorization of the unused balance from FY25 One-Time Funding to be allocated to the FY26 Budget in order to support, strengthen, and diversify Santa Fe's economy through the following initiatives:

1. **Increased Staff Capacity** – $325,000
2. **Small Business Crime Mitigation and Security Grants** – $250,000
3. **Small Business Development Support** – $225,000
4. **Workforce Development Support** – $688,933
5. **Office Rent Support for the Community Services Department** – $96,000

City of Santa Fe, New Mexico
Memorandum

DATE: January 25, 2025

TO: Governing Body

VIA: Randy Randall, Interim Community Development Director RR
Loretta Olguin, Business Operations Manager LSO

FROM: Johanna Nelson, Economic Development Director, Interim Housing Director JN

SUBJECT: One-Time Funding Request for the Office of Economic Development to Support, Strengthen and Diversify Santa Fe's Economy

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ITEM AND ISSUE:

1. **Increase Staff Capacity:** The Office of Economic Development (OED) requests your review and approval of one-time funding from the available General Fund Balance to create term positions that will enhance the office's capacity to deliver services aligned with the missions of OED and the Community Development Department. Specifically, OED requests funding for an Economic Development Specialist ($125,000), a Financial Empowerment Center Coordinator ($100,000), and the continued support of a Contract and Grant Administrator shared by OED and the Office of Affordable Housing ($100,000).

2. **Small Business Crime Mitigation and Security Grants:** The Office of Economic Development (OED) is requesting one-time funding ($250,000) to establish a grant program aimed at supporting small businesses in implementing crime mitigation and protection measures. This funding will assist businesses in enhancing safety, reducing vulnerability to crime, and fostering a more secure environment for employees, customers, and the community and allow them to grow and expand. The program will be supported by the Community Services Department.

3. **Small Business Development Support:** The Office of Economic Development (OED) is requesting $225,000 in one-time funding to support two key initiatives that will enhance the local economy and strengthen small businesses in Santa Fe. The funding includes $150,000 for a Buy Local Initiative to encourage residents and visitors to prioritize local businesses, and $75,000 for continued support of the South Side Feria, which provides an accessible market space for entrepreneurs and fosters community engagement.

4. **Workforce Development Support:** The Office of Economic Development (OED) is requesting $750,000 in one-time funding to continue supporting programs that strengthen workforce development and bolster the local economy. This includes $250,000 for the Santa Fe Community College Trades and Certifications Program, which equips residents with valuable skills for in-demand careers, and $500,000 for the Santa Fe Public Schools Work-Based Learning Intern Program, which provides students with hands-on experience and pathways to local employment opportunities.

5. **Support Office Rent for Community Services Department:** The Office of Economic Development (OED) is requesting $96,000 in one-time funding to cover the annual office rent paid by OED on behalf of the Community Health and Safety Department. This funding will ensure the continuation

of critical support services provided by Community Health and Safety without impacting OED's ability to fund its own economic development initiatives.

BACKGROUND AND SUMMARY:

1. **Increase Staff Capacity:** We are requesting $325,000 to support three term positions: an Economic Development Specialist ($125,000), a Financial Empowerment Center Coordinator ($100,000), and the continuation of a Contract and Grant Administrator shared with the Office of Affordable Housing ($100,000). These positions are essential to addressing growing service demands and ensuring OED can effectively deliver on its mission to foster economic growth, financial empowerment, and housing stability.

   This allocation will significantly increase OED's capacity to serve the community by supporting businesses, advancing workforce initiatives, and securing external funding. Additionally, the funding will enhance administrative support to ensure program stability and continuity, benefiting residents and the broader community for years to come.

   - **Economic Development Specialist – South Side:** This position will provide dedicated business support services to residents and businesses on the South Side of Santa Fe.
   - **Financial Empowerment Center Coordinator:** This role will manage and support the Financial Empowerment Center, funded by a current OED grant, to deliver financial literacy programs to Santa Fe residents.
   - **Contracts and Grants Administrator:** This position will assist both the Office of Economic Development (OED) and the Office of Affordable Housing (OAH) in managing and administering over $6 million in grants and contracts.

2. **Small Business Crime Mitigation and Security Grants:** OED is requesting $250,000 to establish a grant program focused on crime mitigation and security protection for small businesses in Santa Fe. The program will provide financial support for security improvements such as enhanced lighting, security cameras, locks, and other protective measures that reduce vulnerability to crime. By addressing these safety concerns, the program will help businesses create safer environments for their employees, customers, and neighborhoods while fostering economic stability and growth.

   This initiative aligns with OED's mission to support the local business community and strengthen Santa Fe's economic landscape. By collaborating with the Community Services Department, the program will leverage shared resources and expertise to maximize impact. Ensuring the safety of small businesses is essential to their ability to operate, grow, and contribute to the local economy, and this grant program represents a proactive step toward addressing this need.

3. **Small Business Development Support:** The proposed $150,000 *Buy Local* Initiative aims to promote and incentivize shopping at local businesses through targeted marketing campaigns, events, and collaborations with local business owners. This initiative will increase awareness of the benefits of shopping locally, helping small businesses recover and grow while keeping economic activity within the Santa Fe community.

   Additionally, $75,000 is requested to continue supporting the South Side Feria, a successful community-driven market that provides opportunities for small businesses and entrepreneurs to showcase their goods and services. The Feria also serves as a hub for cultural celebration and engagement, strengthening community ties and supporting economic activity on the South Side of Santa Fe. Together, these initiatives will provide vital support to small businesses, increase consumer engagement, and bolster the local economy.

4. **Workforce Development Support:** The Office of Economic Development (OED) has identified one-time funds available to sustain key workforce development programs that are vital to the long-term

economic health of Santa Fe. The Santa Fe Community College Trades and Certifications Program supports residents in acquiring technical skills and professional certifications in high-demand trades, addressing local workforce shortages and enabling participants to secure well-paying jobs. The requested $250,000 will ensure the program continues to provide accessible training opportunities for Santa Fe's workforce.

The Santa Fe Public Schools Work-Based Learning Intern Program connects high school students with local businesses for internships, giving students practical experience, career exploration opportunities, and a direct pathway to employment in Santa Fe. The requested $500,000 will allow the program to expand, benefiting more students and businesses while fostering a stronger connection between education and the local economy. Together, these initiatives will enhance the skills of Santa Fe's workforce, support small businesses, and create sustainable economic growth for the community.

5. **Support Office Rent for Community Services Department:** The Office of Economic Development (OED) currently covers the annual office rent for the Community Health and Safety Department, which provides essential services that directly benefit the Santa Fe community. The requested $96,000 will ensure that rent expenses are covered for the year, allowing Community Health and Safety to focus resources on delivering critical programs and services.

   By covering this expense, OED has played a key role in supporting the work of Community Health and Safety, which contributes to the overall well-being and stability of the community. Securing this funding will allow OED to maintain this financial support while continuing to focus on its mission to bolster economic growth and sustain key initiatives for Santa Fe's businesses and residents.

FUNDING SOURCE: FY25 Mid-Year Funding Allocation from General Fund 100

1. **Increase Staff Capacity:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 500750
Amount: $325,000

2. **Small Business Crime Mitigation and Security Grants:**

Fund Name/Number: Economic Development/212

Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510400
Amount: $250,000

3. **Small Business Development Support:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510310
Amount: $225,000

4. **Workforce Development Support:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510300

Amount: $750,000

5. **Support Office Rent for Community Services Department:**

Fund Name/Number: Economic Development/212
Munis Org Name/Number: 2122800
Munis Obj Name/Number: 510300
Amount: $96,000

ATTCHMENTS:
BAR

Signature: Johanna Nelson (Feb 5, 2025 19:17 MST)

Email: jcnelson@santafenm.gov

Signature: Loretta S. Olguin

Email: lsolguin@santafenm.gov

Signature: Randy Randall (Feb 10, 2025 08:24 MST)

Email: rrandall@santafenm.gov

Account Inquiry [CITY OF SANTA FE] LC

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | Attach | Detail | Months | Seg Find | Totals | Project Strings | User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-500750-	
Org	2122800	EconDevOps	Acct name	Salaries (Temporary)	Account Notes
Object	500750	Sal Temp	Type	Expense	Status Active
Project			Rollup		
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	325,000.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	325,000.00	.00	.00	.00
Actual (Memo)	.00	.00	4,171.50	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	325,000.00	.00	-4,171.50	.00
Percent used	.00	.00	.00	.00

31 of 106

Display detail information for current account.

Account Inquiry [CITY OF SANTA FE] LO

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Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510400-	
Org	2122800	EconDevOps	Acct name	Grants and Services	Account Notes
Object	510400	GrantsSvcs	Type	Expense	Status Active
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	975,000.00	.00	733,000.00	29,175.00
Transfers In	650,000.00	1,005,000.00	597,025.19	.00
Transfers Out	-787,415.00	-30,000.00	-695,774.19	.00
Revised Budget	837,585.00	975,000.00	634,251.00	29,175.00
Actual (Memo)	272,135.47	570,181.96	568,829.13	47,968.00
Encumbrances	165,000.00	.00	.00	-165,000.00
Requisitions	.00			.00
Available	400,449.53	404,818.04	65,421.87	146,207.00
Percent used	52.19	58.48	89.69	-401.14

55 of 106

Display detail information for current account.

Account Inquiry [CITY OF SANTA FE] LO

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Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510310-			
Org	2122800	EconDevOps	Acct name	Service Contracts		Account Notes	
Object	510310	Svc Cntr	Type	Expense	Status	Active	
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT		
			Sub-Rollup				

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	235,500.00	954,453.00	.00	204,225.00
Transfers In	516,500.00	60,000.00	.00	.00
Transfers Out	-111,500.00	-700,000.00	.00	.00
Revised Budget	640,500.00	314,453.00	.00	204,225.00
Actual (Memo)	373,318.21	287,455.52	3,050.42	31,234.92
Encumbrances	1,432.14	.00	.00	74,565.84
Requisitions	.00			372.72
Available	265,749.65	26,997.48	-3,050.42	98,051.52
Percent used	58.51	91.41	.00	51.99

53 of 106

Display detail information for current account.

Account Inquiry [CITY OF SANTA FE] LO

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | 0 Attach | D Detail | M Months | S Seg Find | T Totals | P Project Strings | U User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510300-	
Org	2122800	EconDevOps	Acct name	Professional Contracts	Account Notes
Object	510300	Prfsl Cntr	Type	Expense	Status Active
Project			Rollup	ECDOC	EconomicDevelopmentOpsCNT
			Sub-Rollup		

MultiYr Fund

4 Year Comparison | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	356,250.00	.00	.00	346,897.00
Transfers In	3,110,668.00	475,000.00	.00	.00
Transfers Out	-842,222.00	-4,000.00	.00	.00
Revised Budget	2,624,696.00	471,000.00	.00	346,897.00
Actual (Memo)	546,921.26	269,662.42	.00	332,308.92
Encumbrances	1,292,726.85	.00	.00	-1,116,765.61
Requisitions	.00			.00
Available	785,047.89	201,337.58	.00	1,131,353.69
Percent used	70.09	57.25	.00	-226.14

52 of 106 |< < > >|

Display detail information for current account.

City of Santa Fe New Mexico
Memorandum

DATE: September 29. 2025

TO: Andy Hopkins, Budget Officer *Andy Hopkins*

FROM: Roberta Catanach, Project Administrator, Office of Affordable Housing *RC*

ACTION REQUESTED:
Approve the FY 25-26 Budget Adjustment Resolution (BAR) in the amount of $168,568 (Org/Obj 1002750.510400)

ITEM AND ISSUE:
The purpose of this BAR is to re-appropriate/carry forward the remaining General Fund (GF) FY 24-25 Budget totalling $168,568

This BAR will be used to provide Homebuyer/owner support services to the residents of Santa Fe with low to moderate incomes.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Affordable Housing	9/29/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Subsidy Unallocated	1002750	510400		168,568	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 168,568	$ -

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

BAR is to carry forward unused FY25 Funds to FY26

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Roberta Catanach — 9/29/2025
Prepared By *{print name}* — Date

Elisa Montoya — Elisa Montoya — Sep 30, 2025
Elisa Montoya (Sep 29, 2025 18:21:34 MDT)
Division Director Signature *{optional}* — Date

Faviola Chavez — Faviola A. Chavez — Sep 30, 2025
Faviola A. Chavez (Sep 30, 2025 07:35:13 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins — Sep 30, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Account Inquiry [STATE OF GRANITE]

Org	1002750	Hsg Admin	Acct na
Object	510400	GrantsSvcs	Type
Project			Rollup
			Sub-Rc

4 Year Comparison | Current Year | History

Yr/Per 2025/01	Fiscal Year 2025
Original Budget	431,250.00
Transfers In	.00
Transfers Out	-26,765.00
Revised Budget	404,485.00
Actual (Memo)	206,261.80
Encumbrances	29,654.89
Requisitions	.00
Available	168,568.31
Percent used	58.33

CITY OF SANTA FE

The Purchasing Memo

Date: June 25, 2025

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

From: Johanna C. Nelson, Interim Director, Office of Affordable Housing

Via: Johanna C. Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (Jun 29, 2025 21:47 MDT)

Subject: To provide homebuyer/owner support services

Vendor Name: Homewise

Munis Vendor Number: 2481

ITEM AND ISSUE:

Office of Affordable Housing respectfully requests your review and approval of a Amendment #3 to Contract Number 3203480 with Homewise to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment #3 – increases compensation by $190,000, for a total funding amount of $760,000 and extending the term from June 30, 2025 to June 30, 2026.

CONTRACT NUMBER:

The FY22-23 - Munis contract number is 3203480

The City of Santa Fe has a long history of contracting with local, non-profit housing agencies to provide homeownership support services. Homewise has provided these services for City over the last 25 years, with consistent, high-performing results. In addition, Homewise assists the City to administer the Santa e Homes program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: 1002750

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins **Date:** 08/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: Homewisse and The Housing Trust. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD- certified counseling agency for Home Equity Conversation Mortgage (HECM), also know as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of services providers for their homebuying and homeownership needs. The funding amount are broken down more or less proportionately to the numbers serviced by each organization

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

If Amendment:
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract#3203480
Original Contract Item# 22-0375
RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICE AGREEMENT
ITEM# 23-0453; 23-0453; 24-0425

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 12, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Homewise, Inc**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $190,000, so that it reads as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed seven hundred sixty thousand dollars ($760,000), including gross receipts tax. The New Mexico gross receipts tax ("NMGRT") will be paid at the rate of 8.1875%. The total amount payable to the Contractor under this Agreement, including NMGRT and expenses, shall not exceed ($760,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its

place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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, MAYOR

DATE:_____

CONTRACTOR:
HOMEWISE

Elena Gonzales 06/18/2025
_____
ELENA GONZALES
CHIEF OPERATING OFFICER

CRS# 02-062377-00-1

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 20, 2025 09:09 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

1002750.510400
Org. Name/Org.#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 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							
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2025	5/23/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			CLP8361218	5/23/2025	5/23/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			CXS9657964	5/23/2025	5/23/2026	EACH OCCURRENCE	$ 2,000,000
	DED X RETENTION $ 0						AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		5950132	12/3/2024	12/3/2025	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
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101949	5/23/2025	5/23/2026	Aggregate	3,000,000

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

*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL2227695.24 - Eff: 5/23/2024 - 10/23/2025 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2024 - 10/1/2025 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

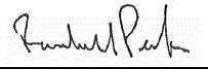
CERTIFICATE HOLDER

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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AGENCY CUSTOMER ID: HOMEINC-05 JLUCERO1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923803 - Eff: 12/3/2024 - 12/3/2025 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2024 - Eff: 10/4/2024 - 10/4/2025 - Coalition Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

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Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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City of Santa Fe

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

BUSIN

Business Name: HOMEWISE
DBA: HOMEWISE

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

CRS Number: 02-062377-00

Owner: HOMEWISE

License Number: 223754

License Type: Business Lice

Issued Date: February 19, 2025

Classification: Business Reg

Expiration Date: February 19, 2026

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION P
APPROPRIATE PERMITS MUST B
OF SANTA FE BUILDING PERMIT
COMMENCEMENT OF ANY CON
INSTALLATION OF ANY EXTERIO

THIS REGISTRATION/LICENSE IS
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 6/18/2025

Project Title: Homewise - Home Buyer Assistance AMEND#3

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: AFH2324030

Grant ID: N/A

Approved By: ERIKA LUJAN

CT 6/26/25 (Finance Use Only)

Department: Office of Affordable Housing Project Manager: Johanna C. Nelson Ext: 6346

Project Date Range: 7/1/2025 to 6/30/2026 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: General Fund % of Funding: 100%

MUNIS ORG: 1002750 MUNIS OBJ: 510400 Awarded Amount: $760,000

Funding Source: (MUNIS 3203480 A3) % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: ORIGINAL 7/12/2023 380K, A3-2ND INCREASE COMP, 2ND TERM EXTENSN

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, 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 OBJs, optional)

Phase: Contractual/subsidy MUNIS ORG: 1002750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

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 Grant Documentation

City of Santa Fe, New Mexico

memo

Date: July 17, 2026

To: Mark Scott, City Manager Mark Scott (Aug 8, 2025 17:28:08 MDT)

Via: Johanna C. Nelson, Interim Director for Office of Affordable Housing Johanna Nelson (Aug 11, 2025 14:12:14 MDT)

From: Roberta Catanach, Project Administrator

RE: Retroactive Approval for two amendments: Homewise and Housing Trust

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REQUEST

Approve two contract amendments to be made effective retroactively as of July 1, 2025 for Homewise and Housing Trust (Org: 1002750 and Obj: 510400). These contracts provide homebuyer support services, create affordable housing for Santa Feans, and provide support to the City for its affordable housing policies and the Santa Fe Homes Program (SFHP)

1. Homewise - $190,000
2. Housing Trust - $110,000

These two contracts expired on June 30, 2025 and I didn't get them processed in time before the end of the fiscal year due to short staffing.

City of Santa Fe, New Mexico
Memorandum

DATE: **June 12, 2024**

TO: **John W Blair, City Manager**

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

---

ITEM AND ISSUE:
Request for the Approval of Amendment #2 of a Professional Services Agreements (PSA) between the City of Santa Fe and Homewise to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment increases compensation by $190,000, for a total funding amount of $570,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
3203480

FUNDING SOURCE:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510500

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 3 awarded through RFP #22/40/P**.** The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support**.**

Item# 24-0425
Munis Contract# 3203480
Original Contract Item# 22-0375
RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 23-0375

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 12, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Homewise, Inc**. (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 homebuyer assistance for low- and moderate-income households.

B. Pursuant to Article 13 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 2 of the Agreement is hereby amended to increase the compensation by $190,000, so that it reads as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed five hundred seventy thousand dollars ($570,000), including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($570,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend

for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 (Jun 27, 2024 16:11 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
HOMEWISE

Daniel Slavin
Daniel Slavin (Jun 12, 2024 12:28 MDT)

DANIEL SLAVIN
CHIEF FINANCIAL OFFICER
& REAL ESTATE DEVELOPER
OFFICER

CRS# 02-062377-00-1

Registration # 223754

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 12, 2024 13:02 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

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

CRS Number: 02-062377-00

Owner: HOMEWISE

License Number: 223754

License Type: Business License - Renewable

Issued Date: January 23, 2024

Classification: Business Registration - Standard

Expiration Date: January 23, 2025

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

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: 3203480 Procurement # (RFP/ITB# If any):

Contractor: Homewise

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Provide homebuyer assistance for low-moderate income households

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

Term Start Date: Upon Approval Term End Date: 06/30/2025 Total Contract Amount: $570,000

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

Contract / Lease: Contract

1.b Amendment #: 2 to the Original Contract/Lease # 22-0375

Increase/(Decrease) Amount $: $190,000

Extend Expiration Date to: 06/30/2025

☐ 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 compensation by $190,000; extend term to 06/30/2025

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

Original:$190,000(Item#22-0375
Amendment#1:Extend term to 06/30/2024; increase compensation by $190,0000 (Item $23-0453)
Amendment #2: Extend term to 06/30/2025; increase compensation by $190,000

3. Procurement History: RFP: 22/40/P

Purchasing Officer Review: Date: Jun 17, 2024

Comment & Exceptions:

4. Funding Source: 100 **Org / Object:** 1002750.510400

Andy Hopkins
Budget Officer Approval: Date: Jun 17, 2024

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2024

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Company	20230
INSURER B : New Mexico Premier Insurance Company	13675
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Homewise Inc
1301 Siler Rd Building D
Santa Fe, NM 87507

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2024	5/23/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			CLP8361218	5/23/2024	5/23/2025	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	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			CXS9657964	5/23/2024	5/23/2025	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		5950131	12/3/2023	12/3/2024	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
C	FF Excess Liability			MKLV7EUE101407	5/23/2024	5/23/2025	Each Occurence	3,000,000
C	FF Excess Liability			MKLV7EUE101407	5/23/2024	5/23/2025	Aggregate	3,000,000

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

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL2227695.24 - Eff: 5/23/2024 - 10/23/2025 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2023 - 10/1/2024 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate
SEE ATTACHED ACORD 101

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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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923801 - Eff: 12/3/2023 - 12/3/2024 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2023 - Eff: 10/4/2023 - 10/4/2024 - Coalition Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

-

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

2) Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion **l**. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C**. for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1**. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2**., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

b. Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0375

Contract # 3203480
Item # 23-0453

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 12, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and **Homewise, Inc** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide homebuyer assistance for low- and moderate income households.

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

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $190,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred eighty thousand dollars ($380,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($380,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not**

intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is hereby Amended to read as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Jul 3, 2023 15:24 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

CONTRACTOR:
HOMEWISE, INC

Daniel Slavin
Daniel Slavin (May 6, 2023 14:16 MDT)

DANIEL SLAVIN
CHIEF FINANCIAL OFFICER
& REAL ESTATE DEVELOPER
OFFICER

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK
GB MTG 06/28/2023

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 4, 2023 09:19 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 3, 2023 13:45 MDT)

EMILY OSTER
FINANCE DIRECTOR

1002750.510400 AH
ORG/OBJ

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2023**

TO: **Governing Body, June 28, 2023**
Quality of Life Committee, June 21, 2023
Finance Committee, June 20, 2023

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

---

ITEM AND ISSUE:
Request for the Approval of Amendment #1 to the Professional Services Agreements (PSA) between the City of Santa Fe and the Homewise to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate incomes. The amendment extends the term of the contract for another year and adds compensation in the amount of $190,000 for a total compensation amount of $380,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. Homewise has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, Homewise assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
#3203480

FUNDING SOURCE:
Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 2 awarded through RFP #22/40/P**.** The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support**.**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203480**

Contractor: **Homewise (General Fund)**

Description: **Provide homebuyer assistance for low-moderate income households**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **Upon Approval** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # Item #22-0375

Increase/(Decrease) Amount $ 190,000

Termination Date to:6/30/24

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments) **Original Contract: $190,000 - (Item #22-0375)**
Amendment #1 - Extending Term to 06/30/2024; increasing compensation BY $190,000

3. **Procurement History:**

Purchasing Officer Review: Jun 1, 2023 Date:

Comment & Exceptions: Extending term adding comp

4. **Funding Source:** **100** **Org / Object:** **1002750.510400**

Andy Hopkins
Andy Hopkins (Jun 1, 2023 10:05 MDT)

Budget Officer Approval: Jun 1, 2023 Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: HOMEWISE
DBA: HOMEWISE

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

CRS Number: 02-062377-00-1

Owner: HOMEWISE

License Number: 223754

License Type: Business License - Renewable

Issued Date: December 08, 2022

Classification: Business Registration - Standard

Expiration Date: December 08, 2023

Fees Paid: $35.00

HOMEWISE
1301 SILER RD D
SANTA FE, NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Homewise

Procurement Title: RFP #22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach	Contract Administrator	4/20/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Jun 1, 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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2023

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Premier Insurance Company — 13675 INSURER C : Evanston Insurance Company — 35378 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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		CLP8361218	5/23/2023	5/23/2024	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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			CLP8361218	5/23/2023	5/23/2024	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			CXS9657964	5/23/2023	5/23/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N / A If yes, describe under DESCRIPTION OF OPERATIONS below			5950130	12/3/2022	12/3/2023	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	FF Excess Liability			MKLV7EUE101037	5/23/2023	5/23/2024	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE101037	5/23/2023	5/23/2024	Aggregate	3,000,000

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

*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL2227695.23 - Eff: 5/23/2023 - 5/23/2024 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2022 - 10/1/2023 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

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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ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923800 - Eff: 12/3/2022 - 12/3/2023 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

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Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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Item#22-0375
Munis Contract# 3203480

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 **Homewise, Inc**, 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, § 13-1-99 A.

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 affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, 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 year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

A. Provide homebuyer assistance for low- and moderate-income households. This includes but is not limited to:

1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financing;
2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase transaction and post-purchase insights;
3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;
4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;

2) Producing a "pipeline report" as requested by the City that lists "mortgage ready" homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;

3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;

4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;

5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. **This includes the following** SFHP/HOP/LPDU price,

market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien)

1) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;

2) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;

3) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Completing SFHP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to the lien).

E. In addition to other articles described in this scope of work, Contractor may use the additional compensation provided in this amendment for the purpose of stabilizing the

housing situations for income-qualified (earning less than 100% AMI) homeowners in order to prevent foreclosure or eviction. Funds may be used to pay for mortgage expenses and arrears, utility costs, deposits, and insurance. Additionally, funds may be used for rapid rehousing purposes for an income qualified household who is not able to avoid foreclosure.

F. Propose additional service opportunities to support the City's efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.

G. Focus an aspect of outreach and counseling services on City employees to ensure that all employees have access to homebuyer education, becoming "mortgage-ready" and achieving homeownership within Santa Fe. Include detailed reporting about efforts to reach these employees and provide recommendations for increasing the number of City employees living or maintaining residency in Santa Fe.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor 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, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ninety thousand dollars ($190,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($190,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

18. Workers Compensation.

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

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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.

21. Records and Financial Audit.

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

22. Indemnification.

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

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

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

To the Contractor: Homewise, Inc
1301 Siler Road, Bldg D
Santa Fe, NM 87505

27. Authority.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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:

John Blair
John Blair (Aug 12, 2022 16:32 MDT)

JOHN W. BLAIR
CITY MANAGER

DATE: Aug 12, 2022

CONTRACTOR:
HOMEWISE

Laura Altomare
Laura Altomare (Jul 20, 2022 14:24 EDT)

LAURA ALTOMARE
PRESIDENT

DATE:

CRS# 02-062377-00-1

Registration # 223754

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Aug 8, 2022 09:40 MDT)

ALEXIS LOTERO
INTERIM FINANCE DIRECTOR

CITY ATTORNEY'S OFFICE

Marcos Martinez
Marcos Martinez (Jul 19, 2022 15:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

1002750.510400 AH
Org. Name/Org#. AH

City of Santa Fe, New Mexico
Memorandum

DATE: **July 6, 2022**

TO: **John W Blair, City Manager**
VIA:
Alexandra Ladd, Office of Affordable Housing Director AGL
Alexis Lotero, Interim Finance Department Director
Lawrence Lovato, Senior Budget Analyst, Department of Finance
Fran Dunaway, Chief Procurement Office

FROM: **Susan Vigil, Senior Planner, Office of Affordable Housing**

ITEM AND ISSUE:
Request for the Approval of Professional Services Agreement (PSA) between the City of Santa Fe and Homewise, Inc. $190,000 to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate-incomes.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. Homewise has provided these services for the City over the last 25 years, with consistent, high-performing results. Funding Homewise allows the residents of Santa Fe a service provider for their homebuying and homeownership needs. The organization offers services that are unique. For instance, Homewise provides home repair and direct mortgage financing.

The funding amount is broken down more-or-less proportionately to the numbers served by the organization. Homewise's response was deemed comprehensive and thoroughly responsive to the RFP's requirements.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022 and opted to award funding to Homewise.

CONTRACT NUMBER:
#3203480

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract as awarded under RFP #22/40/P**.** The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; and general homeownership support**.**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203480

Contractor: **Homewise, Inc (General Fund)**

Description: **Provide homebuyer assistance for low-moderate-income households**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract: $190,000 (RFP-22/40/P)

3. **Procurement History:** _____

Purchasing Officer Review: Aug 2, 2022 Date:

Comment & Exceptions: Retro approval to 7/1/22

4. **Funding Source:** 1 0 0 **Org / Object:** 1002750.510400

Andy Hopkins (Aug 2, 2022 15:15 MDT)

Budget Officer Approval: Aug 2, 2022 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: Homewise

Procurement Title: RFP 22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach	Contract Administrator	07/14/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Aug 2, 2022
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

f Santa Fe
y Department
coln Ave.
Fe, New Mexico 87504-0909
5-6551

BUSINESS REGISTRATION

MEWISE
A: HOMEWISE

1 SILER RD D
NTA FE, NM 87501

MEWISE

754

ember 13, 2021

ember 13, 2022

CRS Number: 02-062377-00-1

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

D
87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2022

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Central Mutual Insurance Company — 20230 INSURER B : New Mexico Commercial Insurance Company — 15996 INSURER C : Evanston Insurance Company — 35378 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							
	CLAIMS-MADE X OCCUR	X		CLP8361218	5/23/2022	5/23/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			CLP8361218	5/23/2022	5/23/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			CXS9657964	5/23/2022	5/23/2023	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		5950129	12/3/2021	12/3/2022	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
C	FF Excess Liability			MKLV7EUE100725	5/23/2022	5/23/2023	Each Occurrence	3,000,000
C	FF Excess Liability			MKLV7EUE100725	5/23/2022	5/23/2023	Aggregate	3,000,000

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

*COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL222769522 - Eff: 5/23/2022 - 5/23/2023 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2021 - 10/1/2022 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

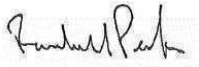
CERTIFICATE HOLDER

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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AGENCY CUSTOMER ID: HOMEINC-05 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Homewise Inc 1301 Siler Rd Building D Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #3508589 - Eff: 12/3/2021 - 12/3/2022 - WCF Financial Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

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Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

a. only applies to the extent permitted by law; and

b. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. An express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or

2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

F. Employee Benefits Liability Coverage

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in SECTION III LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

1) The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

2) The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

3) The act, error or omission occurs during the policy period.

2. Exclusions

This insurance does not apply to:

a. Dishonesty, Fraud Or Criminal Act

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

e. Inadequacy Of Performance Of Investment/Advice Given To Participate

Any "claim" or "suit" based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

f. Workers Compensation And Similar Laws

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

1) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

2) Loss or damages arising out of the imposition of such taxes, fines or penalties.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

3. Supplementary Payments - Coverages A and B

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

SECTION II - WHO IS AN INSURED, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

2. Each of the following is also an insured:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE is replaced by the following for the Employee Benefits Liability Coverage:

1) The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

a) Insureds;

b) "Claims" made or "suits" brought;

c) Persons or organizations making "claims" or bringing "suits";

d) Acts, error or omissions which result in loss; or

e) Benefits included in your "employee benefit program."

2) **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

3) Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

4. Deductible

a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

c. The terms of this insurance, including those with respect to:

1) Our right and duty to defend any "suits" seeking those damages; and

2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION IV - CONDITIONS, Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

1) What the act, error or omission was and when it occurred; and

2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

1) Immediately record the specifics of the "claims" or "suit" and the date received; and

2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

1) The total amount that all such other insurance would pay for the loss in absence of this insurance; and

2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

SECTION V - DEFINITIONS is amended by adding the following definitions for Employee Benefits Liability Coverage:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

c. Unemployment insurance, social security benefits, workers compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

SECTION V - DEFINITIONS - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

G. Fire, Sprinkler Leakage Or Explosion

1. The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

a. The Limits of Insurance section of the Declaration:

b. Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

c. Paragraph **4.b.** of the OTHER INSURANCE condition;

2. Section **9.a.** under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

3. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

4. The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

H. Home Builders Amendments

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2) Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

3) Property loaned to you;

4) Personal property in the care, custody or control of the insured;

5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

6) Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion I. Damage to Your Work, is replaced with the following:

1. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:

1. Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

2. The following are added to SECTION III - LIMITS OF INSURANCE:

A. Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

3. The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

a. "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

b. "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

c. "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

4. The following definitions are added to the Definitions Section:

a. "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

b. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

c. "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

d. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

e. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)

SECTION II - WHO IS AN INSURED is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
3. Coverage B does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

L. Non-Owned Watercraft And Non-Owned Aircraft Liability

SECTION I - COVERAGE A, exclusion **2.g.** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

a) Less than 60 feet long; and

b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

e. Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

f. Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

g. Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

N. Pollution Coverage For Upset Of Mobile Equipment

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. EXCLUSIONS

a. With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

f. Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

O. Reasonable Force Expansion - Property Damage

Exclusion **2.a.** of SECTION I - Coverage A is replaced with the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

P. Supplementary Payments - Higher Limits

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

Q. Voluntary Property Damage

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

5. The insurance under the Voluntary Property Damage shall not apply:

a. To "loss" of property at premises owned, rented, leased, operated, or used by you;

b. To "loss" of property while in transit;

c. To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

d. To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

e. To "loss" of property included within the "Products/Completed Operations Hazard";

f. To "loss" of property which is an "auto" or "mobile equipment."

g. To "loss" of property caused by "pollutants."

6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

S. Additional Commercial General Liability Conditions

1. Other Insurance

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

a. There shall be no duplication of the Limits of Insurance.

b. Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

2. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

T. Lost Key Coverage

1. SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

2. SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

a. The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

b. Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

Signature: XAVIER VIGIL (Jun 27, 2024 15:30 MDT)

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: June 24, 2025

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

From: Johanna C. Nelson, Interim Director, Office of Affordable Housing

Via: Johanna C. Nelson, Interim Director, Office of Affordable Housing Johanna Nelson (Jun 29, 2025 21:47 MDT)

Subject: To provide homebuyer/owner support services

Vendor Name: Housing Trust

Munis Vendor Number: 1570

ITEM AND ISSUE:

Office of Affordable Housing respectfully requests your review and approval of a Amendment #3 to Contract Number 3204041 with Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment #3 – increases compensation by $110,000, for a total funding amount of $440,000 and extending the term from June 30, 2025 to June 30, 2026.

CONTRACT NUMBER:

The FY22-23 - Munis contract number is 3204041

The City of Santa Fe has a long history of contracting with local, non-profit housing agencies to provide homeownership support services. Housing Trust has provided these services for City over the last 25 years, with consistent, high-performing results. In addition, Housing Trust assists the City to administer the Santa Fe Homes program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: 1002750

Munis Object Name/Number: 510400

Budget Officer / Designee: Andy Hopkins **Date:** 09/04/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: Homewisse and The Housing Trust. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD- certified counseling agency for Home Equity Conversation Mortgage (HECM), also know as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of services providers for their homebuying and homeownership needs. The funding amount are broken down more or less proportionately to the numbers serviced by each organization

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 09/04/2025

CPO Comment/Exceptions: Retro request approved by CM - Memo attached

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

If Amendment:
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract#3203481
Original Contract Item# 22-0376
`RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 3 TO
SERVICE AGREEMENT
ITEM# 23-0458; 23-0458;24-0424

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Community Housing Trust**. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

1. COMPENSATION

Article 2 of the Agreement is hereby amended to increase the compensation by $110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed four hundred forty thousand dollars ($440,000), including gross receipts tax. The New Mexico gross receipts tax ("NMGRT") will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Agreement, including NMGRT and expenses, shall not exceed ($440,000). 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.

1. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2026 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (Jun 18, 2025 15:41 MDT)

06/18/2025

ROMAN ABEYTA
EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 237083

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 18, 2025 15:46 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER
FINANCE DIRECTOR

1002750.510400
Org. Name/Org.# AJH

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/13/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust PO Box 29237 Santa Fe, NM 87592	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hartford Underwriters Insurance Company 30104 INSURER B : New Mexico Mutual Casualty Company 40627 INSURER C : Hudson Excess Insurance Company 14484 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	X		34SBAAP5BFS	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			34SBAAP5BFS	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		0099999107	6/27/2025	6/27/2026	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
C	Professional Liabili			EEB14142 03	1/1/2025	1/1/2026	Each Wrongful Act	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
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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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.** How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Declarations as an Additional Insured – Vendor is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.

c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded to such additional insured(s) by this endorsement, the following changes are made to Section **B. EXCLUSIONS**:

1. the following exclusion is added:

This insurance does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. The following exclusion is added:
This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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City of Santa Fe

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

BUSIN

Business Name: Santa Fe Community Housing Trust
DBA: Santa Fe Community Housing Trus

Business Location: 6005 JAGUAR DR UNIT 101
SANTA FE, NM 87507

CRS Number: 02-171649-00

Owner: Santa Fe Community Housing Trust

License Number: 237083

License Type: Business Lice

Issued Date: April 14, 2025

Classification: Business Reg

Expiration Date: April 14, 2026

Fees Paid: $35.00

Description: Santa Fe Community Housing Trust

Santa Fe Community Housing Trust

THIS IS NOT A CONSTRUCTION P
APPROPRIATE PERMITS MUST B
OF SANTA FE BUILDING PERMIT
COMMENCEMENT OF ANY CONS
INSTALLATION OF ANY EXTERIO

THIS REGISTRATION/LICENSE IS
OTHER BUSINESSES OR PREMISE

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 6/30/25

Project Title: HOUSING TRUST-HM BUYER ASST AMEND#3

Project Type: ☐ CIP ☐ Grant ☑ Internal Tracking

Project ID: AFH2410001

Grant ID: N/A

Approved By: Erika Luján 7.2.2025

(Finance Use Only)

Department: AFFORDABLE HOUSING Project Manager: JOHANNA NELSON Ext: 6346

Project Date Range: 7/1/25 to 6/30/26 ☐ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: GENERAL FUND % of Funding: 100

MUNIS ORG: 1002750 MUNIS OBJ: _____ Awarded Amount: 440000.00

Funding Source: (MUNIS 3203481 A3) % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase: ORIGINAL 7/23-220K:A3 EXTENDS TERM, INCREASE COMP TO 440K

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, 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 OBJs, optional)

Phase: CONTRACT:GRANTS/SERVICES MUNIS ORG: 1002750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: N/A Awarded Amount: N/A

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

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 Grant Documentation

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2023**

TO: **John W Blair, City Manager**

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

---

ITEM AND ISSUE:
Request for the Approval of Amendment #2 of a Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment increases compensation by $110,000 for a total funding amount of $330,000.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
#3204041

FUNDING SOURCE:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510500

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 3 awarded through RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support.

Item# 24-0424
Munis Contract#3203481
Original Contract Item# 22-0376
`RFP #: 22/40/P

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 22-0376

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Santa Fe Community Housing Trust**. (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 homebuyer assistance for low- and moderate-income households.

B. Pursuant to Article 13 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 2 of the Agreement is hereby amended to increase the compensation by $110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred thirty thousand dollars ($330,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($330,000). 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.

1. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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 (Jun 27, 2024 15:03 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta (Jun 12, 2024 13:35 MDT)

ROMAN ABEYTA
EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 227214

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 12, 2024 13:49 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER
FINANCE DIRECTOR

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: SF COMMUNITY HOUSING TRUST

License Number: 227214

License Type: Business License - Renewable

Issued Date: March 22, 2024

Classification: Business Registration - Standard

Expiration Date: March 22, 2025

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

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

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: 3203481 Procurement # (RFP/ITB# If any):

Contractor: Housing Trust

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Provide homebuyer assistance for low-moderate income households

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

Term Start Date: Upon Approval Term End Date: 06/30/2025 Total Contract Amount: $330,000

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

Contract / Lease: Contract

1.b Amendment #: 2 to the Original Contract/Lease # 22-0375

Increase/(Decrease) Amount $: $110,000

Extend Expiration Date to: 06/30/2025

☐ 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 compensation by $110,000; extend term to 06/30/2025

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

Original:$110,000(Item#22-0376
Amendment#1:Extend term to 06/30/2024; increase compensation by $110,0000 (Item $23-0458)
Amendment #2: Extend term to 06/30/2025; increase compensation by $110,000

3. Procurement History: RFP: 22/40/P

Purchasing Officer Review: Date: Jun 17, 2024

Comment & Exceptions:

4. Funding Source: 100 **Org / Object:** 1002750.510500

Andy Hopkins
Budget Officer Approval: Date: Jun 17, 2024

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

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/30/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Hudson Excess Insurance Company — 14484 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		34SBAAP5BFS	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBAAP5BFS	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	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 If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0099999106	6/27/2024	6/27/2025	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	Prof. Liability			EEB14142 02	1/1/2024	1/1/2025	Each Wrongful Act	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
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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The ACORD name and logo are registered marks of ACORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED:**

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of, or the failure to render, any professional services, including those listed in Paragraph **d.(2)(i)** or **(ii)** above.

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e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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CITY OF SANTA FE **Contract # 3203481**
AMENDMENT No. 1 TO **Item # 23-0458**
PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0376

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 10, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Community Housing Trust (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to provide homebuyer assistance for low- and moderate income households.

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

1. COMPENSATION

Article 2 of the Agreement is hereby amended increase the compensation by $110,000, so that it reads as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed two hundred twenty thousand dollars ($220,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($220,000). This amount is a maximum and not a guarantee that the work assigned to be performed by**

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

2. TERM AND EFFECTIVE DATE.

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber (Jul 3, 2023 17:02 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 3, 2023

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (May 4, 2023 12:23 MDT)

ROMAN ABEYTA
EXECUTIVE DIRECTOR

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC XIV
CITY CLERK
GB MTG 06/28/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 4, 2023 09:20 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jul 3, 2023 16:29 MDT)

EMILY OSTER
FINANCE DIRECTOR

1002750.510400 AH
ORG/OBJ

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203481**

Contractor: **Housing Trust (General Fund)**

Description: **Provide homebuyer assistance for low-moderate income households**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **Upon Approval** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 22-0376

Increase/(Decrease) Amount $110,000

Extend Termination Date to: 6/30/2024

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments) **Original Contract: $110,000 - (Item # 22-0376)**
Amendment #1 - Extend term to 6/30/2024; increase compensation by $110,000 for a total of $220,000

3. **Procurement History:**

Purchasing Officer Review: May 8, 2023 Date:

Comment & Exceptions: Procured via RFP in FY22

4. **Funding Source:** **100** **Org / Object:** **1002750.510400**

Andy Hopkins
Andy Hopkins (May 5, 2023 16:10 MDT)
Budget Officer Approval: May 5, 2023 Date:

Comment & Exceptions: _____

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

Email: **rlcatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico
Memorandum

DATE: **April 24, 2023**

TO: **Governing Body, June 28, 2023**
Quality of Life Committee, June 21, 2023
Finance Committee, June 20, 2023

VIA: **Emily Oster, Finance Director**
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Director, Community Development Department Richard Brown

FROM: **Alexandra Ladd, Director, Office of Affordable Housing** Alexandra Ladd

---

ITEM AND ISSUE:
Request for the Approval of Amendment No. 1 to the Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust to provide homebuyer/owner support services to the residents of Santa Fe with low- and moderate incomes. The amendment extends the term of the contract for another year and adds compensation in the amount of $110,000 for a total compensation amount of $220,000

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. In addition, the Housing Trust assists the City to administer the Santa Fe Homes Program inclusionary zoning requirements. The organization works with for-profit developers to find income-qualified "mortgage ready" buyers for their price-restricted homes.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to two services providers: The Housing Trust and Homewise. Funding both contracts allows the residents of Santa Fe a choice of service providers for their homebuying and homeownership needs. In addition to offering the same programs, each organization offers services that are unique from the other. For instance, Homewise provides home repair and direct mortgage financing and refinancing services, and the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages. The funding amounts are broken down more or less proportionately to the numbers served by each organization.

CONTRACT NUMBER:
#3203481

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract which represents Year 2 awarded through RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; assistance with SFHP inclusionary zoning requirements; and general homeownership support.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Housing Trust

Procurement Title: RFP 22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach	Contract Administrator	4/20/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	May 8, 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

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

BUSINESS REGISTRATION

Business Name: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: SF COMMUNITY HOUSING TRUST

License Number: 227214

License Type: Business License - Renewable

Issued Date: February 23, 2023

Classification: Business Registration - Standard

Expiration Date: February 23, 2024

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

SANTFEC-02 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/20/2023

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 License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C : Hudson Excess Insurance Company	14484
INSURER D : Twin City Fire Insurance Company	29459
INSURER E :	
INSURER F :	

INSURED
Santa Fe Community Housing Trust
P O Box 713
Santa Fe, NM 87504

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	X		34SBAAP5BFS	1/1/2023	1/1/2024	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
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			34SBAAP5BFS	1/1/2023	1/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		0099999105	6/27/2023	6/27/2024	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
C	Professional Liab			EEB14142 01	2/8/2023	1/1/2024	Each Wrongful Act	1,000,000
D	Directors & Officers			52KM0487903-23	1/1/2023	1/1/2024	Limit	1,000,000

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

CERTIFICATE HOLDER

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

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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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE.** How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS.**

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

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e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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Item# 22-0376
Munis Contract# 3203481

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 **Santa Fe Community Housing Trust**, 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, § 13-1-99 A.

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 affordable homeowner services, rendering services related to home buyer assistance for low-moderate income households, 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 year, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

A. Provide homebuyer assistance for low- and moderate-income households. This includes but is not limited to:

1) Providing comprehensive counseling services to prospective homebuyers from initial application for assistance through loan financing;
2) Offering homebuyer education and training that focuses on assessing financial situations and setting goals; developing workable budgets, understanding credit scoring and ways to repair and/or improve credit; creating a debt-reduction plan; and learning ways to save and evaluate spending in order to meet personal financial goals; obtaining a mortgage, understanding the home purchase

transaction and post-purchase insights;
3) Assisting clients with developing a financial action plan, improving credit, reducing debt, and understanding strategies for accumulating lifetime wealth through homeownership, including helping homeowners protect the equity in their homes and/or increase the long-term affordability of their housing situations;
4) Marketing these services through all available media outlets.

B. Provide income verification, certification and other marketing services to support the Santa Fe Homes Program (SFHP)/ and Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. This includes the following:

1) Certifying incomes for SFHP/HOP/LPDU homes and upon request by City;

2) Producing a "pipeline report" as requested by the City that lists "mortgage ready" homebuyers who are income qualified, sorted by household size and income ranges that match the pricing schedules established for the SFHP/HOP requirements;

3) Providing documentation that states the policies of the SFHP/HOP program with regard to pricing of SFHP/HOP homes and buyer eligibility;

4) Establishing and maintaining a fair and competitive process for allocating rights to purchase homes in SFHP/HOP developments for which the city expects immediate effective demand to outstrip the supply;

5) Distributing marketing materials and/or information to potential buyers about units that are currently available for sale and/or will be available in the future.

C. Provide assistance with liens required under the Santa Fe Homes Program (SFHP)/Low-Priced Dwelling Units (LPDU), pursuant to Sections 26-1.20, 26-1.21, 26-2.3 SFCC; and for homes governed by the Housing Opportunity Program (HOP) agreements that remain in full force and effect. **This includes the following** SFHP/HOP/LPDU price,

market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to lien)

1) Providing one-on-one counseling services to all SFHP/HOP/LPDU buyers with regard to the terms and conditions of the SFHP/HOP/LPDU deed of trust and program agreement;

2) Assisting the City of Santa Fe with provision of information and technical assistance regarding the SFHP/HOP/LPDU deed of trust and program agreement to the SFHP/HOP/LPDU developers, attorneys, title companies, lenders, and realtors that are involved in a SFHP/HOP/LPDU home transaction;

3) Submitting a quarterly report that tracks data for homes built by applicant for which affordability liens are held directly by applicant, including value and terms of liens, income levels of homebuyers, subordination history of liens, and the use of payoffs, including recycling of liens to another qualified homebuyer.

D. Completing SFHP/LPDU income certification form (upon receipt of appraisal) reviewed and approved by the City, which will be attached to the purchase agreement and ultimately to the closing documents (includes specific SFHP/HOP/LPDU price, market value of home, lien amount, percentage of AMI, family size, other sources of financing in addition to the lien).

E. In addition to other articles described in this scope of work, Contractor may use the additional compensation provided in this amendment for the purpose of stabilizing the

housing situations for income-qualified (earning less than 100% AMI) homeowners in order to prevent foreclosure or eviction. Funds may be used to pay for mortgage expenses and arrears, utility costs, deposits, and insurance. Additionally, funds may be used for rapid rehousing purposes for an income qualified household who is not able to avoid foreclosure.

F. Propose additional service opportunities to support the City's efforts to provide affordable housing, including community-wide education and outreach about available affordable housing opportunities.

G. Focus an aspect of outreach and counseling services on City employees to ensure that all employees have access to homebuyer education, becoming "mortgage-ready" and achieving homeownership within Santa Fe. Include detailed reporting about efforts to reach these employees and provide recommendations for increasing the number of City employees living or maintaining residency in Santa Fe.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor 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, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed one hundred ten thousand dollars ($110,000), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($110,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

18. Workers Compensation.

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

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

19. Professional Liability Insurance.

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be 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.

21. Records and Financial Audit.

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

22. Indemnification.

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

officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

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

To the Contractor: Housing Trust
1111 Agua Fria
Santa Fe, NM 87501

27. Authority.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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:

John Blair
John Blair (Aug 10, 2022 18:18 MDT)

JOHN W. BLAIR
CITY MANAGER

DATE: Aug 10, 2022

CONTRACTOR:
SANTA FE COMMUNITY HOUSING TRUST

M. Nellie Martinez
M. Nellie Martinez (Jul 20, 2022 11:39 MDT)

M. NELLIE MARTINEZ
ACTING EXECUTIVE DIRECTOR

CRS# 02-171649-008

Registration # 227214

ATTEST:

KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 19, 2022 15:23 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Aug 9, 2022 15:55 MDT)

ALEXIS LOTERO
INTERIM FINANCE DIRECTOR

1002750.510400 AH
ORG/OBJ # AH

City of Santa Fe, New Mexico
Memorandum

DATE: **July 6, 2022**

TO: **John W Blair, City Manager**
VIA:
Alexandra Ladd, Office of Affordable Housing Director AGL
Alexis Lotero, Interim Finance Department Director
Lawrence Lovato, Senior Budget Analyst, Department of Finance
Fran Dunaway, Chief Procurement Office

FROM: **Susan Vigil, Senior Planner, Office of Affordable Housing**

ITEM AND ISSUE:
Request for the Approval of Professional Services Agreements (PSA) between the City of Santa Fe and the Housing Trust $110,000 to provide homebuyer/owner support services to residents of Santa Fe with low- and moderate incomes.

BACKGROUND AND SUMMARY:
The City of Santa Fe has a long history of contracting with local, nonprofit housing agencies to provide homeownership support services. The Housing Trust has provided these services for the City over the last 25 years, with consistent, high-performing results. Funding the Housing Trust allows the residents of Santa Fe a service provider for their homebuying and homeownership needs. The organization offers services that are unique. For instance, the Housing Trust is a HUD-certified counseling agency for Home Equity Conversion Mortgages (HECM), also known as "reverse" mortgages.

The funding amounts are broken down more or less proportionately to the numbers served. The Housing Trust's response was deemed comprehensive and thoroughly responsive to the RFP requirements.

PROCUREMENT METHOD:
The procurement was conducted through the City of Santa Fe RFP #22/40/P which was issued on May 23, 2022. The Evaluation Committee met on June 15, 2022, and opted to award funding to The Housing Trust.

CONTRACT NUMBER:
#3203481

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: General Fund/1002750
Munis Object Name/Number: Grants and Services 510400

ACTION REQUESTED:
The City of Santa Fe Office of Affordable Housing respectfully requests your review and approval of the attached contract as awarded under RFP #22/40/P. The services provided through this contract include: homebuyer training and counseling; financial fitness coaching; refinancing services; HECM counseling; home repair; and general homeownership support.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203481

Contractor: **Housing Trust - SFCHT Home Buyer Assistance**

Description: **Provide home buyer assistance for low and moderate income households**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

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

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract: $110,000 (RFP-22/40/P)

3. **Procurement History:** _____

Purchasing Officer Review: Aug 2, 2022 Date:

Comment & Exceptions: Retro approval to 7/1/22

4. **Funding Source:** 1 0 0 **Org / Object:** 1002750.510400

Andy Hopkins (Aug 2, 2022 15:16 MDT)

Budget Officer Approval: Aug 2, 2022 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: Housing Trust (SFCHT)

Procurement Title: RFP 22/40/P

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

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

Department Requesting OAH Staff Name Roberta Catanach

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Roberta Catanach	Contract Administrator	07/20/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Aug 2, 2022
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2022

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME:
PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : New Mexico Mutual Casualty Company	40627
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Santa Fe Community Housing Trust
P O Box 713
Santa Fe, NM 87504

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			34SBAAP5BFS	1/1/2022	1/1/2023	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
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO			34SBAAP5BFS	1/1/2022	1/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		0099999104	6/27/2022	6/27/2023	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	Employment Practices			34SBAAP5BFS	1/1/2022	1/1/2023	Each Claim/Aggregate	25,000
A	Employment Practices			34SBAAP5BFS	1/1/2022	1/1/2023	Aggregate	25,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Santa Fe Community Housing Trust
P O Box 713
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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AGENCY CUSTOMER ID: SANTFEC-02 JSANCHEZ3

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Santa Fe Community Housing Trust P O Box 713 Santa Fe, NM 87504
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Directors & Officers $1,000,000

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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: SANTA FE COMMUNITY HOUSING
DBA: SANTA FE COMMUNITY HOUSING

Business Location: 1111 AGUA FRIA ST
SANTA FE, NM 87501

CRS Number: 02-171649-00-8

Owner: SF COMMUNITY HOUSING TRUST

License Number: 227214

License Type: Business License - Renewable

Issued Date: March 08, 2022

Classification: Business Registration - Standard

Expiration Date: March 08, 2023

Fees Paid: $35.00

Description: NON-PROFIT

SANTA FE COMMUNITY HOUSING
1111 Agua Fria Street ST
SANTA FE, NM 87504

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

GB HOUSING Housing Trust GF - Amendment #1

Final Audit Report 2023-05-08

Created:	2023-05-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0dKA617oM121fII_FLErq0P91NjvkZgT

"GB HOUSING Housing Trust GF - Amendment #1" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-05-05 - 8:13:23 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-05-05 - 8:17:37 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-05-05 - 10:09:58 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-05-05 - 10:10:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-05-05 - 10:10:24 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-05-08 - 7:34:32 PM GMT- IP address: 104.47.65.254

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2023-05-08 - 8:10:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-05-08 - 8:10:04 PM GMT

Powered by Adobe Acrobat Sign

Signature: XAVIER VIGIL (Jun 27, 2024 14:58 MDT)

Email: xivigil@santafenm.gov

(1b) Housing Trust - Amend 3 (packet to Procurment)

Final Audit Report 2025-09-04

Created:	2025-09-04
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQUHEh4Osd-6kOhwZe-qwvmoyAtl9Djuf

"(1b) Housing Trust - Amend 3 (packet to Procurment)" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-09-04 - 9:00:39 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-09-04 - 9:05:10 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-09-04 - 9:08:09 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-09-04 - 9:09:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-09-04 - 9:09:26 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-09-04 - 9:15:45 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: Why did this take so long to get to this point (routing for signatures)? The vendor & Legal signed in June. The contract termed on 6/30/25 so technically this contract is expired. Please include a retro request memo or update the purchasing memo to request retro approval. In the memo, indicate the fact that the vendor and Legal did sign prior to the term date and the reason for the delay in getting the amendment fully executed. Thanks.
2025-09-04 - 9:25:32 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

City of Santa Fe, New Mexico

memo

Date: July 17, 2026

To: Mark Scott, City Manager Mark Scott (Aug 8, 2025 17:28:08 MDT)

Via: Johanna C. Nelson, Interim Director for Office of Affordable Housing Johanna Nelson (Aug 11, 2025 14:12:14 MDT)

From: Roberta Catanach, Project Administrator

RE: Retroactive Approval for two amendments: Homewise and Housing Trust

---

REQUEST

Approve two contract amendments to be made effective retroactively as of July 1, 2025 for Homewise and Housing Trust (Org: 1002750 and Obj: 510400). These contracts provide homebuyer support services, create affordable housing for Santa Feans, and provide support to the City for its affordable housing policies and the Santa Fe Homes Program (SFHP)

1. Homewise - $190,000
2. Housing Trust - $110,000

These two contracts expired on June 30, 2025 and I didn't get them processed in time before the end of the fiscal year due to short staffing.

CITY OF SANTA FE

DATE: October 7, 2025

TO: Governing Body, Finance Committee, and Quality of Life Committee

VIA: Henri Hammond-Paul, Community Health and Safety Department Director
Sierra Vigil-Trujillo, Youth and Family Services Project Administrator

FROM: Sandra Emory, Youth & Family Services Program Manager

ITEM AND ISSUE:
Request Approval of Intergovernmental IGA 2026-0050-CSD Between the First Judicial District Attorney's Office, the City and Santa Fe County to Collaboratively Implement, Sustain and Evaluate Two Programs: The Youth Community Violence Initiative and a Youth Diversion Initiative Known as Uplift Youth to Reduce Youth Involvement in Violence and the Juvenile Justice System through Proactive, Trauma-Informed, and Community-Centered Approaches for a Term Ending on December 31, 2025. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

BACKGROUND AND SUMMARY:
In 2021, the City of Santa Fe Youth and Family Services Division initiated a research and development process to create a sustainable approach to youth violence prevention, particularly focusing on gun violence. The process involved interviews, community discussion, data reviews and a report by an independent consultant, which culminated in the development of a strategic plan for a continuum of youth community violence interruption services. The City and Santa Fe County have since collaborated to create a coordinated community response to violence prevention, especially youth and gun violence.

The Youth Community Violence Interruption (YCVI) Program follows a public health approach that supports, educates and engages youth at high risk of either perpetrating or being victims of youth and/or gun violence. This program also offers intergenerational healing for families and caregivers affected by violence. Direct program participants are youth and young adults (up to age 24) who are at risk due to involvement with the criminal justice system, gun violence, or related trauma. The services to be provided align with the City of Santa Fe's Youth Violence Prevention Strategic Plan Critical Priority Objective 2: to educate, navigate, and employ youth at high risk for violence and credibly reach youth at high risk for violent victimization or perpetration to:

- Saturate participants in protective factors that reduce their risk for violence, and
- Build participants capacity to serve as community support workers equipped to contribute to community violence prevention over time.

This IGA will allow the First Judicial District Attorney's Office to refer eligible youth for diversion to the YCVI and collaborate with the City and the County in case coordination.

ACTION REQUESTED:
Approval of IGA 2026-0050-CSD.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE FIRST JUDICIAL DISTRICT ATTORNEYS OFFICE, THE CITY OF SANTA FE, AND SANTA FE COUNTY

THIS INTERGOVERNMENTAL IGA ("IGA") is entered into on the date of last signature below, between the FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE ("FJDA"), the CITY OF SANTA FE, a municipality chartered under the laws of the State of New Mexico ("City"), and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("County") regarding the use of FJDA funds by the parties to collaboratively implement, sustain, and evaluate two programs: the Youth Community Violence Initiative (the "Initiative"), and a youth diversion program initiative known as "Uplift Youth".

WHEREAS, youth involved in the juvenile justice system face significant challenges that can impact their long-term well-being and community safety; and

WHEREAS, diversion programs that provide supportive, community-based interventions are critical to reducing recidivism and promoting positive youth development; and

WHEREAS, the Uplift Youth program and the Initiative offer comprehensive, culturally responsive, and evidence-informed intensive case management services tailored to address the unique needs of youth at risk of involvement in the justice system; and

WHEREAS, empowering the FJDA to refer eligible youth to these programs facilitates timely intervention and coordination of services that address underlying factors contributing to juvenile delinquency; and

WHEREAS, these diversion efforts align with the broader goals of restorative justice, community healing, and reducing the reliance on formal court processing for youth offenses.

WHEREAS, the FJDA is encouraged to refer youth to the Uplift Youth program and the Initiative as part of a comprehensive approach to juvenile diversion, ensuring youth receive appropriate case management services designed to promote accountability, rehabilitation, and community safety.

NOW, THEREFORE, the parties agree:

1. PURPOSE

The purpose of this IGA is to collaboratively implement, sustain, and evaluate the Uplift Youth program and the Initiative. Both programs are aimed at reducing youth involvement in violence and the justice system through proactive, trauma-informed, and community-centered approaches.

Recognizing the need for a coordinated response to rising concerns about youth violence and delinquent acts, this tri-agency partnership aims to build and support effective prevention and diversion pathways. Uplift Youth will focus on prevention, early intervention, behavioral health case management, and diversion programs. Through the

Initiative, the parties to this IGA commit to aligning and evaluating participant engagement, resources, data, services, and the program to create a cohesive and supportive system for youth and their families.

2. SCOPE OF IGA

A. The FJDA has the following duties under this IGA:

(i) To create written protocols that FJDA will use to refer eligible youth referred to the FJDA for prosecution pursuant to NMSA 1978 §§ 32A-2-3 and 32A-2-7 to the Uplift Youth program (12 to 18 year olds), and/or the Initiative (up to age 24).
(ii) Refer eligible youth for diversion to either the Uplift Youth program or the Initiative.
(iii) Collaborate with the County and the City in case coordination.
(iv) Provide funding to the County for the purpose of retaining a consultant and the delivery of youth behavioral health case management.
(v) Assist County efforts to gather and report information to any funding sources requiring such information.
(vi) Participate in regular tri-agency coordination meetings to monitor overall progress of the two programs as well as progress of individual clients, address program and client challenges, and share data and insights, as allowed by law.

B. The County has the following duties under this IGA:

(i) Oversee the Uplift Youth program and the Initiative.
(ii) Provide youth behavioral health case management services to youth under the age of 14, enrolled in the Initiative.

a. Services will include behavioral health assessments, care coordination, linkage to community support, and family engagement.
b. Staff will utilize trauma informed and culturally responsive practices.

(iii) Use funds provided by the FJDA to retain consultants who will:

a. Support the design, implementation and evaluation of the Uplift Youth program and the Initiative.
b. Assist in community engagement, cross-sector coordination, and geographic expansion of services.
c. Continue strategic planning and sustainability efforts.

(iv) Manage consultant contracts and related required deliverables.
(v) Submit quarterly reports to the FJDA and provide information to the FJDA that is required by any funding source.
(vi) Actively participate in regular tri-agency coordination meetings to monitor overall progress of the programs as well as progress of individual clients, address program and client challenges, and share data and insights, as allowed by law.

C. The City has the following duties under this IGA:

(i) Actively participate in regular tri-agency coordination meetings regarding the services performed by the parties to this IGA to monitor overall progress of the programs as well as progress of individual clients, address challenges of the programs and individual clients, and share data and insights, as allowed by law.
(ii) The City is not a fiscal partner in this IGA and is not involved in the use of funds for the Uplift Youth program or the Initiative.

CI. **TERM**

This IGA is effective on the last date of signature by the parties below and the term will terminate December 31, 2025. The term may may be extended by written amendment of this IGA, or a new IGA signed by the parties.

CII. **TERMINATION**

This IGA may be terminated by either party upon written notice delivered to the other parties at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

CIII. **FUNDING**

For the programs criteria outlined in Section 2 above and at the outset of this IGA, the FJDA will pay the County up to $50,000.00 based upon completion of required deliverables. The compensation payable to the County under this IGA will not exceed $50,000.00, excluding NM GRT. Payment is subject to availability of funds pursuant to Paragraph 8 (Appropriations). All invoices MUST BE received by FJDA no later than fifteen (15) days after the termination of the term in which the services were delivered.

Santa Fe County will invoice FJDA after the work is performed in accordance with the deliverables.

The sale of services by the Contractor to state or local agencies is exempt from the New Mexico Gross Receipts and Compensating Tax Act, NMSA 1978, Section 7-9-13.

Funding allocated by the District Attorney's Office to Santa Fe County shall support:

(i) Youth behavioral health case management services.
(ii) Diversification and expansion of consultant services supporting Santa Fe County and First Judicial District implementation.
(iii) Administrative coordination and reporting requirements tied to this multi-agency effort.
(iv) Evaluation of the effectiveness of the program consistent with the agreed upon deliverables and measures.

6. CONFIDENTIALITY

Th parties agree that any records and information related to behavioral health case management will be confidential as provided by law.

7. NO AGENCY

The County, City, and FJDA employees are the sole employees of their appropriate agency. Each separate party and their employees are not agents of the other parties to this IGA.

8. APPROPRIATIONS

The parties' obligations under this IGA are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico, the respective governing bodies of the parties, and funding sources. If sufficient appropriations and/or authorization are not made by the Legislature or the respective governing body, this IGA may be terminated.

If the FJDA notices termination of this IGA due to insufficient appropriation or authorization, this IGA will terminate immediately when the County and City receive written notice from the FJDA. The FJDA's decision regarding insufficient appropriations will be final and accepted by the County and City.

9. AMENDMENT

This IGA will not be altered, changed, or amended except by an instrument in writing signed by the parties.

10. LIABILITY

Each party will be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this IGA. Each party shall be liable for its actions in accordance with this IGA.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the County or the City in connection with this IGA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended. The City and the County and their 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 IGA modifies or waives any provision of the New Mexico Tort Claims Act.

12. THIRD PARTY BENEFICIARIES

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

13. ASSIGNMENT

No party will assign or transfer any interest in this IGA or assign any claims for money due or to become due under this IGA without the prior written approval of the other parties.

14. ENTIRE IGA; INTEGRATION

This IGA incorporates all the agreements and understandings of the parties regarding the subject of this IGA. All agreements and understandings concerning the subject of this IGA are merged into this IGA. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this IGA.

IN WITNESS WHEREOF, the parties have duly executed this IGA as of the date of last signature of the parties.

CITY OF SANTA FE:

_____ _____
ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____
ANDRÉA SALAZAR, CITY CLERK DATE

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (Oct 6, 2025 13:46:34 MDT)
_____ 10/06/2025
ASSISTANT CITY ATTORNEY DATE

FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE:

_____ _____
Signature and title Date

SANTA FE COUNTY:

Gregory S. Shaffer Santa Fe County Manager	Date

Approved as to form:

Roberta D. Joe for W.B. Walker Boyd Santa Fe County Attorney	August 22, 2025 Date

CITY OF SANTA FE

The Purchasing Memo

Date: July 15, 2025

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

From: Sandra Emory, Youth and Family Services Program Manager Sandra Emory

Via: Henri Hammond-Paul, Community Health and Safety Department Director HHP

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator SVT Sierra Trujillo Jul 15, 2025 09:54 MDT

Subject: CYFD JJAC Contract Amendment

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Item # 24-0596 Intergovernmental Agreement No. 25-690-3000-79637 with the State of New Mexico Children, Youth and Families Department to Decrease the FY26 Budget from $316,342 to $21 8,822 for Alternative to Detention Services in the City of Santa Fe. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) to Decrease Grant Proceeds by $97,520 in FY26.

BACKGROUND AND SUMMARY:

The City of Santa Fe, in collaboration with the Children and Youth Commission, received a CYFD juvenile justice grant for services in the city. In FY25 the board was awarded $316,342 per year for the next 3 years, however due to internal budget cuts at CYFD, our award was cut by $97,520 for FY26. Programming was decreased by $86,240 and as a result, our 15% admin support was decreased by $11,280.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Juvenile Justice Fund/223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** Sep 24, 2025

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☑ **Yes** | ☒ **No**

If yes, what is the issuing agency: NM Children, Youth & Family

Approval: ERIKA LUJAN ERIKA LUJAN (Sep 19, 2025 15:51:32 MDT) **Title:** Grant Manager **Date:** Sep 19, 2025

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes** | ☒ **No**

Project Ledger Number: YFD2522301

Approval: ERIKA LUJAN ERIKA LUJAN (Sep 19, 2025 15:51:32 MDT) **Title:** Grant Manager **Date:** Sep 19, 2025

Comment/Exceptions: _____

ATTACHMENTS:

Grant agreement
Budget Amendment Resolution (BAR)
Project Ledger
Previous Packet

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AMENDMENT No. 25-690-3000-79637-1

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **CITY OF SANTA FE** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

PURPOSE OF AMENDMENT:

1. Amend Article III Limitation of Cost to reflect a decrease in total agreement amount. For a new FY 26 amount of Two Hundred Eighteen Thousand Eight Hundred Twenty-Two Dollars and Zero Cents ($218,822.00). For a new total agreement amount of Eight Hundred Fifty-One Thousand Five Hundred Six Dollars and Zero Cents ($851,506.00).
2. Amend Attachment 1 Scope of Work to include additional language
3. Amend Attachment 2 Budget to reflect new amount.

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

Article II, Scope of Work is hereby amended to read as follows:

ARTICLE II. Scope of Work

A. Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations). In consideration for the provision of those services, Agency agrees to purchase and Contractor agrees to perform the services identified in the Scope of Work.

B. If Contractor's performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients), or if the performance of the scope of work requires Contractor's access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:

1) obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC.

2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.*

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

Article III, Limitation of Cost, is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to Contractor under this Agreement shall not exceed **Eight Hundred Fifty-One Thousand Five Hundred Six Dollars and Zero Cents. ($851,506.00).** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

Attachment 1 – Scope of Work is hereby amended to include the following:

Attachment 1 – Scope of Work
City of Santa Fe

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
6. Provide the Agency standardized progress reports monthly;
7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
   a. accomplishments/milestones achieved during this Agreement period;
   b. reporting on program specific performance measures and related outcomes;
   c. statements regarding obstacles and progress made;
   d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
   e. provide plan for sustainability of programs/services.
8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2025, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

1. Strengthening Families;
2. Intensive Community Monitoring; and
3. Restorative Justice
4. Day Reporting

Duties and Responsibilities:
The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:
   1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.

J. The data required shall be determined by the Agency.

K. Submit a final closeout report outlining all accomplishments, measurement of goals and

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Grace Medwetz	Mark Scott
Grant Management Unit Grant Manager	
Children, Youth and Families Department	City Manager
4775 Indian School NE, Bldg. 4	City of Santa Fe
Albuquerque, NM 87110	500 Market St, Ste. 200
(P) 505-637-1421	Santa Fe, NM 87504
	(P) 505-946-7915

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
   1. At-Risk Youth;
   2. First Time Offender;
   3. Repeat Offender;

   4. Status Offender; and

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

5. Violent Offender.
6. Youth Under Court Supervision
7. Youth Completing Community Service
8. Youth with School-Related Issues
9. Youth with Behavioral Health Needs

D. Youth Currently in Detention;
E. Gender:
   1. Male;
   2. Female; or
   3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
   1. Urban;
   2. Tribal;
   3. Rural; or
   4. Frontier.
H. Other Population Information:
   1. Mental Health;
   2. Substance Abuse;
   3. Truant/Dropout; or
   4. Pregnant.
I. Surveys:
   1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
   2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;
J. number of youth who earned a high school diploma or GED while in the program
K. Number of youth who were employed at program exit (full-time or part-time);
L. Number of youth who showed improvement in school performance, attendance, or behavior;
.
M. Number of youth who reported increased self-esteem or social competencies;
N. Number of youth who showed improved mental health during the program;

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

O. Number of youth who completed court-ordered community service hours;
P. Number of youth who reported improved family relationships;
Q. Number of youth who participated in positive recreational or leisure activities;
R. Number of youth who reported learning new skills or job-related competencies;
S. Number of youth who felt the program respected their culture and helped them consider long-term goals;
T. Number of youth who reported strong engagement with mentors;
U. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period; and
V. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
   1. Increased academic success measured by parents, school and student reports;
   2. Increased school engagement;
   3. Increased behavioral component;
   4. Decreased alcohol use;
   5. Decreased drug use; and
   6. Increased parent-child relationship.

B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.
   2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem.

C. Intensive Community Monitoring Program:
   1. Decreased recidivism; and
   2. Less time served in detention during the follow-up period thirty days.

D. Day Reporting:
   1. Decreased self-report in violent behavior, sexually activity, substance abuse, and bullying.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
   1. Parent competence and engagement in school;
   2. Student substance abuse related risk;
   3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
   4 Academic success; and
   5. Targeted negative behavior reduction.

B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem

C. Intensive Community Monitoring Program:
1. Decrease of five percent (25%) in negative criminal behavior;

	PROGRAMS	RATE	X	UNITS			UNIT DISCRIPTION	TOTAL AMOUNTS		
				FY25	FY26	FY27		FY25	FY26	FY27
A.	Continuum and Board Activities:									
	Continuum Coordinator	$30	X	1960	1960	1960	per hour	$58,800.00	$58,800.00	$58,800.00
	Continuum Coordinator Travel (max $1000)	$1	X	500	500	500	per diem	$500.00	$500.00	$500.00
	Youth Committee Members (minimum $480)	$40	X	12	12	12	per session	$480.00	$480.00	$480.00
	15% Program Support			0.15	0.15	0.15	FY program total	$41,262.00	$29,982.00	$41,262.00
								$101,042.00	**$89,982.00**	**$101,042.00**
B.	Strengthening Families Program									
	Youth Group	$200	X	48	24	48	per session	$9,600.00	$4,800.00	$9,600.00
	Adult Group	$200	X	48	24	48	per session	$9,600.00	$4,800.00	$9,600.00
								$19,200.00	$9,600.00	$19,200.00
C.	Restorative Justice									
	Pre/Post	$60	X	800	400	800	per hour	$48,000.00	$24,000.00	$48,000.00
	Circles	$200	X	50	25	50	per circle	$10,000.00	S5,000.00	$10,000.00
	Reentry Conference	$200	X	30	15	30	per session	$6,000.00	$3,000.00	$6,000.00
								$64,000.00	S32,000.00	$64,000.00
D.	Intensive Community Monitoring Program									
	Intake/Assessment	$75	X	34	34	34	per youth	$2,550.00	$2,550.00	$2,550.00
	Case Management	$50	X	500	500	500	per hour	$25,000.00	$25,000.00	$25,000.00
	Family Support	$50	X	170	170	170	per hour	$8,500.00	$8,500.00	$8,500.00
	Home Visit	$50	X	125	125	125	per visit	$6,250.00	$6,250.00	$6,250.00
	Discharge Plan	$100	X	34	34	34	per youth	$3,400.00	$3,400.00	$3,400.00
								$45,700.00	$45,700.00	$45,700.00
E.	Day Reporting									
	Day Reporting	$300	X	180	90	180	per day	$54,000.00	S27,000.00	$54,000.00
	Mentoring/Tutoring	$60	X	540	270	540	per hour	$32,400.00	S16,200.00	$32,400.00
								$86,400.00	$43,200.00	$86,400.00
	TOTAL GRANT AWARD NOT TO EXCEED:							$316,342.00	S218,822.00	$316,342.00
	Budgeted and contracted Grant Amount							$316,342.00	$218,822.00	$316,342.00
	Programming Allocation:							$275,080.00	190,280.00	$275,080.00
	40% Minimum Match Liability for Santa Fe:							$126,536.80	$87,528.80	$126,536.80
	Projected Budgeted Amount							$717,958.80	$496,630.80	$717,958.80

2. Increase of five percent (25%) in grades, attendance and overall behavior in school or educational setting;

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

3. Decreased number of contacts made with each client;
4. Number of clients who successfully complete the program requirements; and
5. Reduced recidivism six (6) months after exiting the program

D. Day Reporting:
1. Self-report survey reporting decrease in substance use, bullying, violent behavior, sexual activity.
2. Improved grades by 50%
3. Successful transition back to home school.

Attachment 2 – Budget is hereby amended to read as follows:

Attachment 2 – Budget
City of Santa Fe

Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

State General Fund FY25: **$316,342.00**
State General Fund FY26: **$218,822.00**
State General Fund FY27: **$316,342.00**
Total = **$851,506.00**

All other articles of this contract remain the same.

Docusign Envelope ID: D410D4D8-3A47-481B-8D25-8BC60F525A63

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Agency – New Mexico Children, Youth and Families Department

_____ Date: _____
Secretary or Designee, CYFD

_____ Date: _____
Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

_____ Date: _____
Office of General Counsel, CYFD

Contractor –

_____ Date: _____
Authorized Signatory

_____
Printed Title of Authorized Signatory

_____ Date: Aug 22, 2025
Legal Counsel, Contractor

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Oct 1, 2025
_____
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 7/8/25

Project Title: CYFD JJAC Alternatives to Detention

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: YFD2522301

Grant ID: S2513

Approved By: ERIKA LUJAN

CT (Finance Use Only)

Department: Community Health and Safety Project Manager: Sandra Emory Ext: 6236

Project Date Range: 07/01/2024 to 6/30/2027 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Children, Youth and Families Dept % of Funding: 60

MUNIS ORG: 2230123 MUNIS OBJ: 490250 Awarded Amount: 851,506

Funding Source: Local Match % of Funding: 40

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: 340,599.40

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, Construction, 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 OBJs, optional)

Phase: SEE LIST MUNIS ORG: 2230123 MUNIS OBJ: MULTIPLE

Grants Only (list all grants if applicable): AMEND 1 DECREASED FY26 AMOUNT BY 97520.00

Grantor Name: CYFD 25-690-3000-79637-1 Awarded Amount: 851,506.00

AR Charge Code: 2230123.490250 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700013 Federal CFDA (if applicable): N/A

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 Grant Documentation

Expense String Phase: FY25

Youth & Family 2230123 Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123 Juvenile Justice Program 503100 FICA - $41,262 (cover benefits, HR will determine)

Youth & Family 2230123 Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123 Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123 Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123 Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123 Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123 Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123 Juvenile Justice Program 510400 Grants and Services - $215,300

Youth & Family 2230123 Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123 Juvenile Justice Program 562975 Stipends - $480

Total: **$316,342.00**

Expense String Phase: FY26

Youth & Family 2230123 Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123 Juvenile Justice Program 503100 FICA - $29,982 (cover benefits, HR will determine)

Youth & Family 2230123 Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123 Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123 Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123 Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123 Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123 Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123 Juvenile Justice Program 510400 Grants and Services - $129,060

Youth & Family 2230123 Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123 Juvenile Justice Program 562975 Stipends - $480

Total: **$218,822.00**

Expense String Phase: FY27

Youth & Family 2230123 Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123 Juvenile Justice Program 503100 FICA - $41,262 (cover benefits, HR will determine)

Youth & Family 2230123 Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123 Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123 Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123 Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123 Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123 Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123 Juvenile Justice Program 510400 Grants and Services - $215,300

Youth & Family 2230123 Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123 Juvenile Justice Program 562975 Stipends - $480

Total: **$316,342.00**

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/Youth and Family Services	7/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Juvenile Justice Program- Grants and Services	2230123	510400			(97,520)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
CYFD JJAC Grant	2230123	490250			97,520
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
The Youth and Family Services Division was notified by CYFD that our CYFD JJAC Grant budget was being cut by $97,520 in FY26 due to internal budget cuts on their end.

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

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

Sandra Emory — 7.15.2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

07/16/2025
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 — 07/16/2025
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **August 1st, 2024**

TO: **Mayor Alan M. Webber and City Council**
Quality of Life and Finance Committee

VIA: **Emily K. Oster, Finance Director**
Andy Hopkins, Budget Officer
Matthew Bonifer, Accounting Officer
Maria Sanchez–Tucker, Community Services Department Director MT
Julie Sanchez, Youth and Family Services Division Director

FROM: **Sierra Vigil-Trujillo, Youth and Family Services Project Administrator** SVT

ITEM AND ISSUE:

Approval of a Grant Agreement with the State of New Mexico Children, Youth and Families Department (CYFD) in the Amount of $949,026 for Alternative to Detention Services in the City of Santa Fe. (Sierra Vigil-Trujillo, Project Administrator, svtrujillo@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Budget $316,342 into FY25 Revenue and Expenses for Alternative to Detention Services. (Sierra Vigil-Trujillo, Project Administrator, svtrujillo@santafenm.gov)

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. In fall of 2019 the Santa Fe Regional Juvenile Justice Board merged with the CYC. The Commission is one of twenty continuum-sites statewide that focus on juvenile justice issues. The Commission is tasked yearly with grant management, program planning, service integration, data analysis and program evaluation on alternative to detention programs that serve youth at risk or youth offenders. The Commission collaborates with the City of Santa Fe Youth and Family Services for support and to enhance ongoing and upcoming projects.

Every year the CYC submits for a CYFD juvenile justice grant for services in the City of Santa Fe, this year for FY25 the board was awarded $316,342.00 a year for the next 3 years. The City of Santa Fe is required to provide a 40% in-kind match, which is approximately $126,537.00. The in-kind match will come from the combined salary of the Youth and Family Services Project Administrator, Program Manager and Division Director who oversee board activities, contract compliance, reimbursement and payment of awardees. The annual CYFD funding will be distributed as follows:

- Continuum and Board Activities: $ 101,042.00
- Strengthening Families: $ 19,200.00
- Restorative Justice: $ 64,000.00
- Intensive Community Monitoring: $ 45,700.00
- Day Reporting: $ 86,400.00

To fulfill the conditions of the state grant the Youth and Family Services Division will coordinate services through the Children and Youth Commission which is outlined in the CYFD scope of work.

Procurement Method:
No procurement, this is a grant agreement that expires June 30, 2027.

Project Ledger Number:
The Project Ledger Number is YFD2522301.

REQUESTED ACTION:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: JULIE SANCHEZ (Aug 8, 2024 15:09 MDT)

Email: jjsanchez@santafenm.gov

Signature: Maria Tucker (Aug 12, 2024 16:23 MDT)

Email: metucker@santafenm.gov

CYFD JJAC Grant FY25-27 Approval Memo_jjs

Final Audit Report 2024-08-12

Created:	2024-08-08
By:	Sierra Trujillo (svtrujillo@santafenm.gov)
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City of Santa Fe
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STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT No. 25-690-3000-79637

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **City of Santa Fe** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

WHEREAS, Agency is designated to receive and administer federal funds for the benefit of children, youths, and their families in need of behavioral health services, children at risk of being removed from their homes due to abuse or neglect, foster care and family support services, and children and youths at risk of being or engaged in the juvenile justice system, and desires to engage and contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, Agency and Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement
THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY AGENCY'S CABINET SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

A. Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations). In consideration for the provision of those services, Agency agrees to purchase and Contractor agrees to perform the services identified in the Scope of Work.

B. If Contractor's performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients), or if the performance of the scope of work requires Contractor's access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:

1) obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC.

2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.*

ARTICLE III. Limitation of Cost
Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable

to Contractor under this Agreement shall not exceed **nine hundred forty-nine thousand, twenty-six dollars and zero cents. ($949,026.00).** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

Agency shall make monthly payments to Contractor for services and costs specified in **Attachment 2 - Budget**. Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to Agency. Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by Contractor to Agency.

ARTICLE VI. Termination of Agreement

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify 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 Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by Agency; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, Agency's sole liability upon termination shall be to pay for acceptable work performed prior to 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. 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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this Agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon expiration or receipt by either Agency or Contractor of

notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as Agency shall direct for the protection, preservation, retention or transfer of all property titled to Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this Agreement, continue to provide essential services and supports to ensure the health and safety of individual Clients as directed by Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the Agreement. In this event Agency may temporarily extend the term, enter into anew short-term Agreement or otherwise enter into an Agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this Agreement, Contractor shall furnish to Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by Contractor with Agreement funds as defined in Article 31 (Property) of this Agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by Contractor under the provisions of this Agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by Contractor with Agreement funds shall become property of Agency upon termination and shall be submitted to Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to Contractor pursuant to this Agreement. Contractor will include all monies made subject to this Agreement in the annual audit and will provide Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. 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 Agency, the Department of Finance and Administration and the State Auditor. Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Agency to recover excessive or illegal payments.

B. If Contractor receiving State or federal funds from Agency, Contractor shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, Contractor shall comply with the audit requirements of the Single Audit Act. This includes Contractor retaining its financial records for a period five (5) years after the time the audit was released.

C. If Contractor receives more than Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00) in federal funding, or more than Seven Hundred Fifty Thousand Dollars and Zero Cents ($750,000.00) from Agency, in any single fiscal year, Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. Contractor shall maintain the financial statements for a period of no less than six (6) years and shall make the financial statements and the CPA's audit or opinion available to Agency upon

request.

E. Applicable annual financial reports shall be submitted to Agency no later than six (6) months following the close of Contractor's fiscal year.

F. To ensure proper delivery and receipt, Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room 103
Santa Fe, New Mexico 87501

G. Agency may take corrective action as deemed necessary for Contractor's failure to comply with VIII-A through VIII-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

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 Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, 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 VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

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 Agency.

ARTICLE XII. 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 exclusive 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.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et. seq., .

ARTICLE XV. Execution of Documents

Agency and Contractor agree to execute any additional document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by Agency Cabinet Secretary or Designee. No such subcontract shall relieve Contractor from any obligations and liabilities under this Agreement, nor shall subcontracts obligate direct payment from Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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, pregnancy, childbirth or condition related to pregnancy or childbirth, 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.

ARTICLE XVIII. Workers' Compensation

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

ARTICLE XIX. Lobbying Certification

Contractor, by signing below, certifies to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 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 a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352 (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars and Zero Cents ($10,000.00) and not more

than One Hundred Thousand Dollars and Zero Cents ($100,000.00) for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage

(Governmental entities are excluded from this provision)

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 twenty (20) hours per week over a six (6) month period during the term of the Agreement, Contractor certifies, by signing this Agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00).

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 of New Mexico.

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: https://www.bewellnm.com.

ARTICLE XXI. Background Checks

Contractors that have or could have primary custody of children for at least twenty (20) hours per week are required to comply with 8.8.3 NMAC et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to Clients. Additionally, all Information Technology (IT) contractors are required to have a background check. Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency's Background Check Unit will conduct nationwide, State, and abuse and neglect background checks on required staff or volunteers in accordance with 8.8.3 NMAC standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to Clients.

ARTICLE XXII. Product of Service -- Copyright.

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

B. Client information developed under this Agreement may not be used by Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of Agency, except to fulfill the provisions of the Scope of Work under this Agreement.

ARTICLE XXIII. 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 Agency to Contractor. Agency's decision as to

whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If Agency proposes an amendment to the Agreement to unilaterally reduce funding, 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.

ARTICLE XXIV. Property

A. Title to all property furnished by Agency shall remain in Agency. Title to all property acquired by Contractor, including acquisition through lease-purchase agreement, for the cost of which Contractor is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in Agency upon delivery of such property to Contractor. Title to other property, the costs of which is to be reimbursed to Contractor under this Agreement, shall immediately vest in Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by Agency, whichever first occurs.

B. Title to Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, Contractor agrees to retain and maintain professional licensure, accreditation, credentials or continuing education required to perform the scope of professional services provided for Agency. Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, State, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, §§ 2-11-1, *et. seq*., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, 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 agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For Agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards
2. State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
http://www.nmdfa.state.nm.us/Manuals.aspx
3. The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule
4. Title 2 CFR, Subtitle A, Chapter I, Part 170, Reporting Sub-award and Executive Compensation Information
5. Title 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards
6. FASB and AICPA Statements and Professional Pronouncements
7. U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
   i. CFDA Number – N/A
   ii. Program Title – N/A
   iii. AGENCY/OFFICE – N/A
   iv. GRANT NUMBER – N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and Contractor's employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. Agreements and subgrants that involve the expenditure of federal funds for amounts in excess of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) require Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding One Hundred Thousand Dollars and Zero Cents ($100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars and Zero Cents ($10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars and Zero Cents ($10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XXVII Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have 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.

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Contract Number :25-690-3000-79637

Amendment Number : 00

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Agency – New Mexico Children, Youth and Families Department

Date: 6/26/2024 4:49 PM

Secretary or Designee, CYFD

DocuSigned by:
Judith White
394C5E2ED969460...

Date: 6/28/2024

Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

DocuSigned by:
Justin Boyd
9F002981DAFC470...

Date: 6/28/2024

Office of General Counsel, CYFD

Contractor –

Date: _____

Authorized Signatory

_____

Printed Title of Authorized Signatory

Date: _____

Legal Counsel, Contractor

CITY OF SANTA FE:

Alan Webber (Oct 10, 2024 10:29 MDT)

ALAN WEBBER, MAYOR

DATE: Oct 10, 2024

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/09/2024 XIV

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster Sep 24, 2024

EMILY OSTER, FINANCE DIRECTOR

DocuSign Envelope ID: 81561C72-878F-4F68-A254-ADB2F640376C

Attachment 1 – Scope of Work
City of Santa Fe

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

A. Develop and maintain a juvenile justice advisory board, herein referred to as the "Community Advisory Board (CAB)", as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

   The CAB will:

   1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
   2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
   3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
   4. Provide oversight for the programs/service identified in the Scope of Work;
   5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
   6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
   7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State's youth; and
   8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

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B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
   1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
   2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
   3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
   4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
   5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
   6. Provide the Agency standardized progress reports monthly;
   7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
      a. accomplishments/milestones achieved during this Agreement period;
      b. reporting on program specific performance measures and related outcomes;
      c. statements regarding obstacles and progress made;
      d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
      e. provide plan for sustainability of programs/services.
   8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2025, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

   1. Strengthening Families;
   2. Intensive Community Monitoring; and
   3. Gender Specific.

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Duties and Responsibilities:

The Contractor shall:

A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.

C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.

D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

E. Attend meetings and trainings as required by the Agency.

F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.

G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.

H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:

1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.

J. The data required shall be determined by the Agency.

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K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.

L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.

N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency	**Contractor**
Consuelo Garcia	Julie Sanchez
Grant Management Unit Grant Manager	Youth & Family Services Division
Children, Youth and Families Department	Director
4775 Indian School NE, Bldg. 4	City of Santa Fe
Albuquerque, NM 87110	500 Market St, Ste. 200
(P) 505-660-3405	Santa Fe, NM 87504
	(P) 505-955-6678

O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.

P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

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Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.

R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).

V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at http://www.ojp.usdoj.gov/funding/ojptraininggiudingprinciples.htm.

W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

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Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

The Agency shall:

A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.

B. Provide information and/or make referrals for training and technical assistance.

C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.

2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.

3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

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Demographics:

A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
B. Race/Ethnicity;
C. Population Served:
    1. At-Risk Youth;
    2. First Time Offender;
    3. Repeat Offender;
    4. Sex Offender;
    5. Status Offender; and
    6. Violent Offender.
D. Youth Currently in Detention;
E. Gender:
    1. Male;
    2. Female; or
    3. Transgender.
F. Month and Year of Birth;
G. Geographic Location:
    1. Urban;
    2. Tribal;
    3. Rural; or
    4. Frontier.
H. Other Population Information:
    1. Mental Health;
    2. Substance Abuse;
    3. Truant/Dropout; or
    4. Pregnant.
I. Surveys:
    1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
    2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

Core Measures:

A. New youth admissions during this reporting period;
B. Number of program youth carried over from previous reporting period;
C. Total number of youth in the program;
D. Total number of youth who exited the program during the reporting period;
E. Number of youth who exited the program having completed the program requirements during the reporting period;
F. Percent of youth who successfully completed the program;
G. How many youth is your program designed to serve;
H. Number of current program youth who had an arrest during the reporting period;
I. Number of current program youth who were committed to a juvenile facility during the reporting period;

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J. Number of program youth who had a re-arrest during the reporting period;
K. Number of program youth who were re-committed during the reporting period;
L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
M. Number of program youth with gang activity; and
N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

A. Strengthening Families Program:
   1. Increased academic success measured by parents, school and student reports;
   2. Increased school engagement;
   3. Increased behavioral component;
   4. Decreased alcohol use;
   5. Decreased drug use; and
   6. Increased parent-child relationship.

B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.
   2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem.

C. Intensive Community Monitoring Program:
   1. Decreased recidivism; and
   2. Less time served in detention during the follow-up period thirty days.

D. Day Reporting:
   1. Decreased self-report in violent behavior, sexually activity, substance abuse, and bullying.

Local Site-Specific Performance Measures:

A. Strengthening Families Program:
   1. Parent competence and engagement in school;
   2. Student substance abuse related risk;
   3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
   4 Academic success; and
   5. Targeted negative behavior reduction.

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B. Restorative Justice Circles
   1. Self-report survey capturing positive impact on satisfaction with the justice system.
   2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem
   2.

C. Intensive Community Monitoring Program:
   1. Decrease of five percent (25%) in negative criminal behavior;
   2. Increase of five percent (25%) in grades, attendance and overall behavior in school or educational setting;
   3. Decreased number of contacts made with each client;
   4. Number of clients who successfully complete the program requirements; and
   5. Reduced recidivism six (6) months after exiting the program

D. Day Reporting:
   1. Self-report survey reporting decrease in substance use, bullying, violent behavior, sexual activity.
   2. Improved grades by 50%
   3. Successful transition back to home school.

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Attachment 2 – Budget
City of Santa Fe

A.	Continuum Coordinator	$30 x 1960 Hours	=	$58,800.00
	Travel		=	$500.00
	Youth Committee Members		=	$480.00
	5% Program Support		=	$41,262.00
				$101,042.00
B.	Strengthening Families Program:			
	Youth Group	$200 x 48 Session	=	$9,600.00
	Adult Group	$200 x 48 Session	=	$9,600.00
				$19,200.00
C.	Restorative Justice:			
	Pre/Post	$60 x 800 Hours	=	$48,000.00
	Circles	$200 x 50 per Circle	=	$10,000.00
	Reentry Conference	$200 x 30 per Session	=	$6,000.00
				$64,000.00
D.	Intensive Community Monitoring Program:			
	Intake/Assessment	$75 x 34 per youth	=	$2,550.00
	Case Management	$50 x 500 per hour	=	$25,000.00
	Family Support	$50 x 170 per hour	=	$8,500.00
	Home Visit	$50 x 125 Visits	=	$6,250.00
	Discharge Plan	$100 x 34 per youth	=	$3,400.00
				$45,700.00
E.	Day Reporting:			
	Day Reporting	$300 x 180 per day	=	$54,000.00
	Mentoring/Tutoring	$60 x 540 per hour	=	$32,400.00
				$86,400.00

Grant Award for the period FY25 shall not exceed the annual amount of: **$316,342.00**

Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	$316,342.00
40% Minimum Match Liability for City of Santa Fe	$126,537.00
Projected Budgeted Amount	$442,879.00

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

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FUNDING INFORMATION:
Juvenile Continuum Grant Fund (State General Fund)

State General Fund FY25: **$316,342.00**
State General Fund FY26: **$316,342.00**
State General Fund FY27: **$316,342.00**
Total = **$949,026.00**

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Attachment 3 – Trauma Responsive Care and Services Training

The New Mexico Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive;* providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice;* and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice.*

To achieve this, our contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the cross-department (Human Services Department and CYFD) training committee. Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the cross-department (Human Services Department and CYFD) training committee, are outlined in a separate document. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager.
3. Contractor staff include those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position ("leaders").
4. In each invoice, Contractors will:
   - report current leaders and staff who have direct contact with children who have worked for the Contractor for more than 6 months, and
   - provide certification of completion for those who have completed the initial training requirements.
5. At least 70 percent of Contractor's staff must have completed required trauma responsive training as outlined in a separate document within three (3) months of hire for Contractor to continue invoicing for services.
6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken, less than six (6) months prior to hire, may be submitted for approval of the HSD-CYFD training committee, via Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor, Contractors are responsible for ensuring that the subcontractor's staff receive the mandated trauma responsive care and service delivery training.

CYFD will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.

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2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager. Program Manager will route the request to cross-department HSD-CYFD training committee for approval and provide written notice of its decision within ten (10) working days following receipt of the request.

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Contract Number : 25-690-3000-79637

Amendment Number : 00

New Mexico General Services Department

State Purchasing Division

AGENCY CERTIFICATION FORM

CHILDREN, YOUTH AND FAMILIES DEPARTMENT hereby certifies the following in regard to the attached contractual agreement between the Agency and City of Santa Fe :

1. This contractor **IS NOT** a **former state employee**. (See note below)

2. This contractor **IS NOT** a **current state employee** or a **legislator** or the **family member** of a current state employee or legislator, or a **business** in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%. (See note below)

NOTE: Former employee requires a Former Employee Affidavit (found on CRB website), PERA letter if contractor retired from State of New Mexico and an AG's letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

3. This Contractor is a (check one): FOR PROFIT VENDOR _____

NOT FOR PROFIT VENDOR _____

4. This PSA DOES COMPLY with the Governor's Guidelines for Contract Review and Re-Evaluation and IS an essential contract for the Agency



6/26/2024 4:49 PM

Signature of Agency Representative** Date

I certify that the information stated in paragraphs 1-3 is true.

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Signature of Contractor Date

**Must be a DFA authorized signature

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/23/2024

Project Title: CYFD JJAC Alternatives to Detention

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: YFD2522301
Grant ID: S2513
Approved By: MB 08/06/2024
(Finance Use Only)

Department: Community Health and Safety Project Manager: Sierra Vigil Trujillo Ext: 6824

Project Date Range: 07/01/2024 to 06/30/2027 ☐ Create Fixed Asset

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☑ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Children, Youth and Families Dept % of Funding: 60

MUNIS ORG: 2230123 MUNIS OBJ: 490250 Awarded Amount: $949,026

Funding Source: Local Match % of Funding: 40

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: 126,537.00

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, Construction, 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 OBJs, optional)

Phase: SEE LIST MUNIS ORG: 2230123/ MUNIS OBJ: _____

Please see attached word document

Grants Only (list all grants if applicable): FY25-31642,FY26 316342, FY27 31642

Grantor Name: CYFD 25.690.3000.79637 JJS FOR(FY 25-27) Awarded Amount: 949026.00

AR Charge Code: 2230123.490250 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

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 Grant Documentation

Expense String Phase:

Youth & Family 2230123Juvenile Justice Program 500110 Salaries (General) - $58,800

Youth & Family 2230123Juvenile Justice Program 503100 FICA - $41,262 (cover benefits, HR will determine)

Youth & Family 2230123Juvenile Justice Program 503150 Retirement (PERA) -

Youth & Family 2230123Juvenile Justice Program 503200 Employee Health Insurance -

Youth & Family 2230123Juvenile Justice Program 503250 Retiree Health Care -

Youth & Family 2230123Juvenile Justice Program 503350 Workers' Comp -

Youth & Family 2230123Juvenile Justice Program 503400 City Share Dental Insurance -

Youth & Family 2230123Juvenile Justice Program 510340 Other Consulting -

Youth & Family 2230123Juvenile Justice Program 510400 Grants and Services - $215,300

Youth & Family 2230123Juvenile Justice Program 560550 In State Transportation - $500

Youth & Family 2230123Juvenile Justice Program 562975 Stipends - $480

Total: **$316,342.00**

Signature: Matthew Bonifer
Matthew Bonifer (Aug 6, 2024 10:07 MDT)

Email: mtbonifer@santafenm.gov

CYFD JJAC Packet

Final Audit Report 2024-09-24

Created:	2024-09-13
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhHhP-wRZOeAdivIuoh8t0UcrScd4AuWn

"CYFD JJAC Packet" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2024-09-13 - 10:08:10 PM GMT- IP address: 63.232.20.2

Document emailed to Sierra Trujillo (svtrujillo@santafenm.gov) for signature
2024-09-13 - 10:14:42 PM GMT

Email viewed by Sierra Trujillo (svtrujillo@santafenm.gov)
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Signer Sierra Trujillo (svtrujillo@santafenm.gov) entered name at signing as Sierra Vigil-Trujillo
2024-09-13 - 11:01:00 PM GMT- IP address: 63.232.20.2

Document e-signed by Sierra Vigil-Trujillo (svtrujillo@santafenm.gov)
Signature Date: 2024-09-13 - 11:01:02 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-14 - 0:16:25 AM GMT- IP address: 152.37.220.124

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2024-09-14 - 0:17:08 AM GMT

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Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-09-24 - 11:00:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-09-24 - 11:00:15 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 10, 2024 09:33 MDT)

Email: xivigil@santafenm.gov

CITY OF SANTA FE

DATE: September 19, 2025

TO: Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

VIA: Henri Hammond-Paul, Community Health and Safety Director
Marcella Apodaca, Business Operations Manager

FROM: Kristen Woods, Youth and Family Services Program Manager

ITEM AND ISSUE:
Request approval to re-appropriate funding from FY25 in the amount of $6,656,267.00 into FY26 that was allocated for Homelessness Services.

BACKGROUND AND SUMMARY:
Funds were set aside to fund Homelessness General services contracts with Christ Lutheran Church (Contract Number 3260015) for $136,000.00 and St. Elizabeth's for $130,000.00. These contracts were entered into the system before the end of FY25 and were dedicated to these contracts. Additionally, we still have $26,752.31 due to be paid to Christ Lutheran Church for their Community Center building under FY25 P.O. number 22501083.
The Life Link has a four-year contract for $1,986,338.60 that has not been used at all yet, as we are still developing the Micro Community. These funds need to be carried forward to support Micro Communities projects.
The City awarded the Division some one-time funds in 2025 that have not been spent yet and need to be used in 2026. The Division was awarded $350,000.00 for Project Management and Engineering for Micro Communities. Additionally, we were awarded $250,000.00 for contracts for Immigration Support Services. Those services were procured for things like Legal Trainings, a Toolkit and Outreach. These contracts were finalized in FY25, and the POs have been created, the funds just need to be carried forward. The Division also received $30,000.00 for Code Blue Response, which would support organizations in hosting and providing services during emergency shelter stays. Code Blue is activated during extreme weather events to save the lives of unsheltered residents. The division also received $125,000.00 for Project Management related to homelessness. Those Project Managers have been procured, and their contracts should start in the first few months of FY26. Finally, the Department was awarded $158,000.00 for Project Management. Those funds will be needed in FY26 as well.

Grants and Services Funds **2400122.510400**
$3,192,091.00

The City allocated funds for the Project Management and design of Pallet Micro Communities. Work has begun but more is needed in the new Fiscal Year. Funds left over on their contract are imperative to complete the work of creating a Pallet shelter Micro Community and needs to be carried forward for the work to be completed.

Other Consulting **2400122.510340**
$137,253.00

Funds were set aside for Eviction Prevention Services. The Division has been attempting to procure services since November of 2024 and again in February of 2025, so spending these funds has been delayed. There is a procurement currently to get these services procured. These funds will be imperative to supporting housing stability in Santa Fe. Additionally, a contract for a Hotel Program, Housing Elderly and Vulnerable Constituents who are facing housing instability is continuing into FY26. FY25 PO #22503022 still has $444,381.61 left on it. This program is essential to stabilize the housing insecure.

Service Contracts **2400122.510310**
$943,178.00

Funds are allocated to purchase Pallet Infrastructure for our Micro Communities work. There has been a concerted effort to get this project established and the pallet shipments are scheduled to arrive just after the change of fiscal year. Additionally, $669.910.38 has been allocated for a hotel program. This program takes vulnerable elderly residents who are experiencing unsheltered homelessness or housing instability and places them into hotels while they work towards finding safe, long-term housing. These funds need to be carried forward so this important work can continue.

Building & Structures >5K (Capital) 2400122.570400
$1,704,202.00

These funds are allocated to purchases for construction for the Micro Communities work.

WIP (Work in Progress) Construction 2400122.572970
$38,304.00

The Youth and Family Services Division received an allocation of one-time funds for construction of Micro Communities. These funds are essential to developing the project in progress. Micro Communities are an important part of the City's Homeless response strategy.

Buildings & Structures > $5k 2400122.570400
$641,239.00

ACTION REQUESTED:
The Community Health and Safety Department requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510400-			Account Notes
Org	2400122	Hum Svcs	Acct name	Grants and Services			
Object	510400	GrantsSvcs	Type	Expense	Status	Active	
Project			Rollup	CDHSC	HumanServicesCNT		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	8,386,421.00	2,739,650.00	1,282,002.00	2,602,950.00
Transfers In	8,251,259.00	5,983,471.00	5,140,967.72	4,400,000.00
Transfers Out	-2,065,244.00	-583,682.00	-140,967.72	.00
Revised Budget	14,572,436.00	8,139,439.00	6,282,002.00	7,002,950.00
Actual (Memo)	4,642,168.47	4,166,712.14	1,184,124.80	686,384.56
Encumbrances	4,466,645.10	.00	.00	2,473,425.59
Requisitions	.00			146,000.00
Available	5,463,622.43	3,972,726.86	5,097,877.20	3,697,139.85
Percent used	62.51	51.19	18.85	47.21

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510340-			Account Notes
Org	2400122	Hum Svcs	Acct name	Other Consulting			
Object	510340	Oth Cnsltg	Type	Expense	Status	Active	
Project			Rollup	CDHSC	HumanServicesCNT		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	336,700.00	.00	.00	336,700.00
Transfers In	.00	536,700.00	611,737.50	.00
Transfers Out	.00	.00	-411,737.50	.00
Revised Budget	336,700.00	536,700.00	200,000.00	336,700.00
Actual (Memo)	121,627.83	424,520.72	.00	.00
Encumbrances	137,253.15	.00	.00	-137,253.15
Requisitions	.00			.00
Available	77,819.02	112,179.28	200,000.00	473,953.15
Percent used	76.89	79.10	.00	-40.76

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510310-			Account Notes
Org	2400122	Hum Svcs	Acct name	Service Contracts			
Object	510310	Svc Cntr	Type	Expense	Status	Active	
Project			Rollup	CDHSC	HumanServicesCNT		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	1,000,000.00	.00	.00	1,000,000.00
Transfers In	.00	1,000,000.00	1,000,000.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
Actual (Memo)	56,822.39	1,000,000.00	.00	.00
Encumbrances	444,381.61	.00	.00	-332,991.76
Requisitions	.00			.00
Available	498,796.00	.00	1,000,000.00	1,332,991.76
Percent used	50.12	100.00	.00	-33.30

Account Inquiry [CITY OF SANTA FE] > Account Detail

Org 2400122 Object 510310 Project Account 240-30-10-1150-122-00-000-510310-

Account Description Service Contracts

Posted	YR/Per	Journal	Eff Dt	Post Date	Src	Ref3	Project String	PO/Ref2	Ref3	Ref4	Amount	Check #	Warrant	Vendor
Y	2026/03	630662	09/09/25	09/09/25	POE	009997		22501573		PO ENT/PRF	111,389.85			DAVENPORT CON:
Y	2026/01	613045	07/31/25	07/31/25	POM	009936		22503022	CAN 1	PO MAINT	-444,381.61			SAFEWARE INC

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-570400-			
Org	2400122	Hum Svcs	Acct name	Building & Structures >$5K			Account Notes
Object	570400	BldgStrcNE	Type	Expense	Status	Active	
Project			Rollup	CDHSN		HumanServicesNEP	
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	2,812,325.00	246,982.00	400,000.00	.00
Transfers Out	-102,500.00	.00	.00	.00
Revised Budget	2,709,825.00	246,982.00	400,000.00	.00
Actual (Memo)	78,639.00	233,484.86	413,209.73	955,655.00
Encumbrances	1,989,947.02	.00	.00	-1,989,947.02
Requisitions	.00			.00
Available	641,238.98	13,497.14	-13,209.73	1,034,292.02
Percent used	76.34	94.54	103.30	.00

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-572970-			
Org	2400122	Hum Svcs	Acct name	WIP Construction			Account Notes
Object	572970	WIP Constr	Type	Expense	Status	Active	
Project			Rollup				
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	4,051,981.00	.00	.00	.00
Transfers Out	-3,900,000.00	.00	.00	.00
Revised Budget	151,981.00	.00	.00	.00
Actual (Memo)	105,708.68	.00	.00	7,968.41
Encumbrances	55,733.06	.00	.00	-55,733.06
Requisitions	.00			.00
Available	-9,460.74	.00	.00	47,764.65
Percent used	106.22	.00	.00	.00

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-570400-			Account Notes
Org	2400122	Hum Svcs	Acct name	Building & Structures >$5K			
Object	570400	BldgStrcNE	Type	Expense	Status	Active	
Project			Rollup	CDHSN	HumanServicesNEP		
			Sub-Rollup				

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	.00	.00	.00	.00
Transfers In	2,812,325.00	246,982.00	400,000.00	.00
Transfers Out	-102,500.00	.00	.00	.00
Revised Budget	2,709,825.00	246,982.00	400,000.00	.00
Actual (Memo)	78,639.00	233,484.86	413,209.73	955,655.00
Encumbrances	1,989,947.02	.00	00	-1,989,947.02
Requisitions	.00			.00
Available	641,238.98	13,497.14	-13,209.73	1,034,292.02
Percent used	76.34	94.54	103.30	.00

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/Youth & Family Division	9/18/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2400122	510400		3,192,091.00	
Other Consulting	2400122	510340		137,253.00	
Service Contracts	2400122	510310		943,178.00	
Building & Structures >5K	2400122	570400		1,704,202.00	
WIP (Work in Progess) Construction	2400122	572970		38,304.00	
Building & Structures >5K	2400122	570400		641,239.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 6,656,267	$ -

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

Re-appropriation of Grant Funding FY25 to FY26.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Marcella Apodaca — 9/18/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Sep 22, 2025
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 — Sep 24, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

FY26 Carryforward Reqeust - Y&F Homelessness Services

Final Audit Report 2025-10-07

Created:	2025-09-19
By:	Marcella Apodaca (maapodaca1@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAgh8Yy5BUOobsYsWSCUD85VTStw3UFDa8

"FY26 Carryforward Reqeust - Y&F Homelessness Services" History

Document created by Marcella Apodaca (maapodaca1@santafenm.gov)
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2025-09-19 - 9:56:27 PM GMT

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CITY OF SANTA FE

DATE: August 26, 2025

TO: Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

VIA: Maria Sanchez-Tucker, Community Services Department Director — Maria Tucker (Sep 15, 2025 17:40:09 MDT)
Marcella Apodaca, Business Operations Manager — Marcella Apodaca

FROM: Brian Stinett, Recreation Division Director — Brian Stinett (Sep 11, 2025 17:25:54 MDT)

ITEM AND ISSUE:
Request approval to re-appropriate funding from FY25 in the amount of $200,000.00 into FY26 that was allocated for One-Time Midyear Funding for the City's Afterschool Program to Increase Spots.

BACKGROUND AND SUMMARY:
Two Hundred Thousand Dollars were Allotted from One-Time Funding for Increase of Youth Program Slots. Funds were to be Utilized to Increase Capacity. The Two Hundred Thousand Dollars was not Utilized in FY25 because we needed Additional Staffing Positions and Vehicles to Transport Youth. The Short Timeline did not Allow us to Expand Accordingly. We plan to Accomplish that Goal in FY26.

ACTION REQUESTED:
The Community Health and Safety Department/Recreation Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	256 REC PROG	Acct	256-35-10-4200-423-00-000-500750-		
Org	2560423 RecYthPrgs	Acct name	Salaries (Temporary)		Account Notes
Object	500750 Sal Temp	Type	Expense	Status	Active
Project		Rollup	YPRGW YouthProgramsWGS		
		Sub-Rollup			

MultiYr Fund

4 Year Comparison | Current Year | History | 4 Year Graph | History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	560,000.00	560,000.00	.00	560,000.00
Transfers In	392,008.00	.00	.00	.00
Transfers Out	-140,350.00	.00	.00	.00
Revised Budget	811,658.00	560,000.00	.00	560,000.00
Actual (Memo)	227,821.07	.00	.00	161,522.87
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	583,836.93	560,000.00	.00	398,477.13
Percent used	28.07	.00	.00	28.84

Account Inquiry [CITY OF SANTA FE] > Account Detail

Org 2560423 Object 500750 Project Account 256-35-10-4200-423-00-000-500750-

Account Description Salaries (Temporary)

Posted	YR/Per	Journal	Eff Dt	Post Date	Src	Ref1	Project String	PO/Ref2	Ref3	Ref4	Amount	Check #	Warrant	Vend
Y	2025/08	583080	02/27/25	02/28/25	BUA	COM		REC	T	TempYthPg	200,000.00			
Y	2025/06	561400	12/13/24	12/20/24	BUA	COM		REC	T	Temp Yth	192,008.00			

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/Administration/Recreation	9/8/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Temp Salaries	2560423	500750		200,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* --Attach supporting documentation/memo				$ 200,000	$ -

Re-appropriate funding from FY25 One-Time Midyear Funding to FY26.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Marcella Apodaca	9/8/2025	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	Andy Hopkins	Sep 24, 2025
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer	Date
Brian Stinett (Sep 11, 2025 17:25:54 MDT)	Sep 11, 2025	*City Council Approval Date*		
Division Director Signature *{optional}*	Date		Finance Director *{≤ $5,000}*	Date
Maria Tucker (Sep 15, 2025 17:40:09 MDT)	Sep 15, 2025	*Agenda Item #:*		
Department Director Signature	Date		City Manager *{≤ $60,000}*	Date

CITY OF SANTA FE

DATE: September 30, 2025

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Maria Sanchez Tucker, Community Services Director Maria Tucker (Sep 30, 2025 13:37:40 MDT)
Marcella Apodaca, Business Operations Manager Marcella Apodaca

FROM: Brian Stinett, Recreation Division Director Brian Stinett (Sep 30, 2025 13:30:58 MDT)

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of one hundred seventy-five thousand dollars ($175,000.00) from the Teen Center Remodel and Replacement to Ice Arena Repair and Maintenance (Machine and Equipment).

BACKGROUND AND SUMMARY

This request is to allow the Community Services Department/Recreation Division to fund the planned repairs to the Ice Arena. These funds are necessary to allow the division to fund and complete procurement of equipment, labor and services required to get the Ice Rink operational.

From:

2560422.572500	Remodel and Replacement	($175,000.00)

To:

5500265.520400	Repair and Maint (Machine and Equip)	$175,000.00

ACTION REQUESTED:

The CHS/Community Health and Safety Department/Recreation Division 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
Community Health and Safety/Recreation Division	9/30/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Repair and Maintenance (Machine and Equipment)	5500265	520400		175,000.00	
Remodel and Replacement	2560422	572500			(175,000)
Operating Transfer to Recreation Fund	2560422	750550		175,000.00	
REVENUES				{enter as negative #}	{enter as positive #}
Operating Transfer from Recreation Fund	5500265	650256		(175,000)	
				$ 175,000	$ (175,000)

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
This request is to allow the Recreation Division to fund the planned repairs to the Ice Arena. The funds are necessary to allow the division to complete procurement of the equipment, labor and services required to get the Ice Rink operational.

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

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

Marcella Apodaca — 9/30/2025
Prepared By {print name} — Date

Brian Stinett (Sep 30, 2025 13:30:58 MDT) — Sep 30, 2025
Division Director Signature {optional} — Date

Maria Tucker (Sep 30, 2025 13:37:40 MDT) — Sep 30, 2025
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 — Sep 30, 2025
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
Finance	10/9/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
2025 GO Bond - Bank Charges & Fees	4000961	561750		255,430	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
2025 GO Bond Proceeds	4000961	471300		(24,315,000)	
2025 GO Bond Premiums	4000961	471350		(940,429)	
				$ (24,999,999)	$ -

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

Appopriation of bond proceeds, premiums and issuance fees for the 2025 General Obligation Bond Issue

[see attached memo]

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
400	24,999,999
TOTAL:	**24,999,999**

Clarence Romero — Prepared By *{print name}* — 10/9/2025 Date

Division Director Signature *{optional}* — Date

Emily K. Oster — 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 — 10/09/2025 Date

N/A — Finance Director *{≤ $5,000}* — Date

N/A — City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE
FINANCE

DATE: October 9 2025

TO: Finance Committee
Governing Body

FROM: Clarence Romero, Treasury Officer CR (CLARENCE ROMERO)
Andy Hopkins, Budget Officer AJH

VIA: Emily K. Oster, Finance Director EKO (EKO)

ITEM AND ISSUE:

Request for approval of a Budget Amendment Resolution (BAR) appropriating bond proceeds, premiums and issuance fees for the 2025 General Obligation (GO) Bond Issue.

BACKGROUND AND SUMMARY:

In the City of Santa Fe General Elections held on November 5, 2024 the voters approved an issue of $25 million in GO Bonds by the City. GO Bonds are backed by, and payable from, property taxes levied by the City against properties located within the City limits. This bond issue will fund various street and road projects throughout the City.

The attached BAR appropriates the bond proceeds, bond premiums and bond issuance fees for the 2025 GO Bond Issue. Other BARs are in progress to transfer the proceeds of this bond issue to various street and road projects throughout the City of Santa Fe.

ACTION RECOMMENDED:

Please approve the BAR appropriating bond proceeds, premiums and issuance fees for the 2025 General Obligation (GO) Bond Issue.

Signature: CLARENCEROMERO

Email: clromero@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: October 20, 2025

TO: Finance Committee
Governing Body

VIA: Mark Scott, City Manager

FROM: Emily K. Oster, Finance Director Emily K. Oster

SUBJECT: Request for Approval of a Budget Amendment Resolution (BAR) to Add Prior Year (FY2025) One-Time Funding to the Finance Department FY2026 Budget

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ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $500,000 from Prior Year (FY2025) General Fund Balances to Support Continuation of Audit Support Accounting Services Professional Contracts. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

BACKGROUND AND SUMMARY:

In FY2025 the Finance Department had a budget of $2,500,000 for accounting services professional contracts. This funding, which came from recurring General Fund revenues, was used to pay for audit support services provided by CliftonLarsonAllen. These services were critical to getting the City's FY2024 audit submitted on-time to the Office of the State Auditor on December 16, 2024.

During the development of the City's FY2026 budget the Finance Department's budget for accounting services professional contracts was reduced to $500,000 from recurring General Fund revenues. This allowed recurring General Fund revenues previously budgeted in the Finance Department to be allocated City-wide to support a 3% across-the-board pay increase for City employees.

In addition to the $500,000 from recurring General Fund revenues budgeted for FY2026 accounting services professional contracts, an additional $500,000 was allocated from FY2025 one-time mid-year funding to be budgeted in FY2026 to support continuation of audit support accounting services professional contracts. This funding was identified in January 2025 during the development of the one-time mid-year funding requests approved by the Governing Body in February 2025. Because the funding was intended to be used in FY2026 a BAR was not brought before the Governing Body at that time. Now that FY2026 is underway the Finance Department requests approval of a Budget Amendment Resolution (BAR) to add the $500,000 allocated from prior (FY2025) General Fund Balances to the FY2026 budget to support continuation of audit support accounting services provided by CliftonLarsonAllen.

ACTION REQUESTED:

Request for approval of the attached Budget Amendment Resolution (BAR) in the amount of $500,000. This request is necessary to support on-time completion of the ongoing audit of fiscal year 2025 and ensure that the City stays on-track to complete the audit of fiscal year 2026 timely.

FUNDING SOURCE AND USE:
Fund Name/Number: General Fund/100
Munis Org Name/Number: Accounting/1000142
Munis Expenditure Object Name/Number: Professional Contracts/510300

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
Finance Department	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Audit Support Accounting Services (Professional Contracts)	1000142	510300		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

Appropriation from available prior year (FY2025) General Fund balance for expenditure in FY2026 to support continuation of audit support accounting services provided by CliftonLarsonAllen. This request is necessary to support on-time completion of the ongoing audit of fiscal year 2025 and ensure that the City stays on-track to complete the audit of fiscal year 2026 timely.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(500,000)
TOTAL:	**(500,000)**

Emily K. Oster — 10/20/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Emily K. Oster — 10/20/25
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **October 23, 2025**

TO: **Governing Body**

VIA: **Mark Scott, City Manager**

FROM: **Andrea Phillips, Deputy City Manager**

RE: **Budget Amendment Resolution (BAR) for Funding for Risk and Safety Compliance Officer Position**

The Risk and Safety Office, which is currently under the City Manager's Office, has been short staffed for many years. The City has been recruiting for a Risk and Safety Compliance Officer and is close to making an offer to a candidate. This position was previously funded within the General Fund but was frozen during the budget approval process. After consultation with the Finance Department-Budget Office, it was determined that the position should be funded by the Risk Fund, similar to the other positions in the Risk and Safety office. The costs for this position and the other services within the Office are paid through internal service charges assessed to other departments/funds. This BAR will authorize the expenditure of $90,103 for the salary and estimated benefits for the remainder of the fiscal year.

ACTION REQUESTED:
The City Manager/Risk Management respectfully requests your review and approval for a BAR for approximately $90,103 to fund the Risk and Safety Compliance Officer position out of the Risk Fund (600) for FY 2026.

FUNDING SOURCE:
Fund Name/Number: Risk Management Fund/Fund 600 (6001750)

ATTACHMENTS:
Budget Amendment Resolution

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government / Risk Management	10/22/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	6001750	500110		60,000	
FICA/Medicare	6001750	503100		4,590	
Retirement (PERA)	6001750	503150		14,573	
Med/Life	6001750	503200		8,834	
Retiree Healthcare	6001750	503250		1,200	
Workers' Comp	6001750	503350		600	
Dental	6001750	503400		306	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 90,103	$ -

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

Increase to fund frozen Risk & Safety Compliance Officer position # 120127 from Risk Management cost assessments to various city departments

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
600	(90,103)
TOTAL:	**(90,103)**

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Christina Martinez — 10/22/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

ANDREA PHILLIPS (Oct 23, 2025 17:09:55 MDT) — Oct 23, 2025
Department Director Signature — Date

Andy Hopkins — Oct 23, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

ANDREA PHILLIPS (Oct 23, 2025 17:09:55 MDT) — Oct 23, 202
City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	10/22/2025	**Submitted By:**	Christina Martinez
Department:	6001750	**Division:**	Risk Management
Org Code:	120127	**Percent Charged:**[2]	100.0%
Proposed Grade:	119	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	15	**Proposed Hourly:**	$ 50.000
Within Range?[5]	TRUE		
UNION STATUS:	NON-UNION	**Total Annual Hours:**	1,200
Annual Salary:	$ 104,000		

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 60,000
FICA/Medicare	503100	$ 4,590
Retirement (PERA)	503150	$ 14,573
Med/Life	503200	$ 8,834
Retiree Health Care	503250	$ 1,200
Workers' Comp	503350	$ 600
Dental	503400	$ 306
TOTAL		**$ 90,103**

For Budget Use Only	
Budget Log #	SA00968

Comments/Justification *(use multiple lines below if needed):*

This recently unfrozen position has recently been matched with a candidate. Funding from Risk Management cost assess-
ments to other departments. Included/attached is the ncessary/associated BAR,

Department Director Approval (signature)

Budget Approval (signature)

NOTES :

[1] *All new positions require Council approval. If done during the annual budget process, Council will approve the new position(s) as part of the Department's budget; but in any case, Department Director and Budget approval is required prior to Council approval*

[2] *For split-funded positions, fill out this form for each org charged; this field should reflect the amount charged to the org filled out on the form*

[3] *For full-time positions, enter 100. For part-time positions, enter the percentage worked annually (e.g. for a half-time position, enter 50)*

[4] *Refer to the 'Pay Periods' tab; this field should reflect the number of pay periods in the current year for which the changes will be in effect*

[5] *This field turns red if the desired hourly is not within the desired range (and the field value will be "FALSE"). If this field is red and reads "FALSE", this form will be rejected by Budget.*

CITY OF SANTA FE

Memorandum

Date: September 11, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Henri Hammond-Paul, Community Health and Safety Director

RE: Establishing a Micro Community in Every District

EXECUTIVE SUMMARY:

The proposed resolution would require a Micro Community in every City of Santa Fe ("City") Council district to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe by January 1, 2027. Alternatively, in the event a Micro Community in each district is not possible, the resolution requires a presentation to the Governing Body, describing the reasons why a Micro Community in one or more Council districts is not possible and making related recommendations.

BACKGROUND:

On April 26, 2023, the Governing Body adopted Resolution No. 2023-16, which established the "Safe Outdoor Spaces" as an alternative sheltering model for those experiencing homelessness and for whom standard shelter options are not feasible. Safe Outdoor Spaces provides private, non-congregate sleeping quarters, access to bathrooms and showers, laundry facilities, meals, and connections to services, including access to case managers and services providers. A Safe Outdoor space provides a regular place to return, a comfortable, climate-controlled place to sleep, a secure place for storing belongings, agency and ownership, community support, and enables outreach workers and case managers to know where to find the people they are assisting.

In December of 2023, the Governing Body approved a pilot agreement between the City and Christ Lutheran Church and Life Link to establish a Micro Community in City Council District 2. The City approved developing a second Micro Community though Resolution No. 2025-38 at 2395 Richards Avenue, located next to Fire Station 7 and the Genoveva Chavez Community Center in City Council District 4. To date, the Governing Body has not approved Micro Communities in Council districts 1 or 3.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

REQUIRING A "MICRO COMMUNITY" IN EVERY CITY OF SANTA FE COUNCIL DISTRICT BY JANUARY 1, 2027, OR, IF THAT TIMELINE IS NOT MET, A PRESENTATION EXPLAINING THE BARRIERS TO MEETING THE TIMELINE AND RECOMMENDING HOW AND WHEN THE GOAL OF A MICRO COMMUNITY IN EVERY DISTRICT CAN BE ACHIEVED.

WHEREAS, the City's "Point-in-Time Count" and daily outreach and emergency services data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex behavioral health, substance use, and trauma-related needs; and

WHEREAS, the City of Santa Fe ("City") recognizes homelessness as a public priority requiring coordinated and innovative shelter responses; and

WHEREAS, Safe Outdoor Spaces, also called "Micro Communities" are comprised of individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case management, and 24 hour-a-day, 7 day-a-week, supervision, designed to provide a safe and stable environment for persons experiencing chronic homelessness; and

WHEREAS, the City has a history of supporting Micro Communities as a model to serve

a crucial public health and public safety function by reducing the spread of disease, decreasing emergency service calls, improving neighborhood conditions, and reducing the number of people living unsheltered in parks, arroyos and public spaces; and

WHEREAS, in April 2023, the Governing Body adopted Resolution No. 2023-16, which supported Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter infrastructure, land, and operators to serve people for whom traditional shelter options are not viable; and

WHEREAS, in December of 2023, the Governing Body approved a pilot agreement between the City and Christ Lutheran Church and Life Link to provide housing to unsheltered individuals, establishing the first Safe Outdoor Space in Santa Fe in City Council District 2; and

WHEREAS, through Resolution No. 2025-38, the City approved developing a second Micro Community at 2395 Richards Avenue located next to Fire Station 7 and the Genoveva Chavez Community Center in City Council District 4; and

WHEREAS, equitable access to shelter and services across all districts is essential to ensure that all residents of Santa Fe are treated with dignity and have opportunities to access support close to where they live; and

WHEREAS, responding to the challenges of homelessness requires a city-wide, community-wide response with all parts of Santa Fe participating and contributing, with ample community engagement and transparent planning; and

WHEREAS, the City wishes to establish a Micro Community in each city council district to ensure citywide access to safe shelter and supportive services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City shall establish a Micro Community in every City council district by January 1, 2027.

BE IT FURTHER RESOLVED that if a Micro Community is not established in every

City council district, the City Manager or designee shall present to the Governing Body the reasons why it has not happened and make further recommendations as to how and when Micro Communities can be established at the earliest possible date.

BE IT FURTHER RESOLVED that the City Manager or designee shall develop an implementation plan that recognizes and credits districts that have one or more Micro Communities and otherwise identifies potential locations, budget estimates, and projected timelines for establishing a Micro Community in districts without a Micro Community.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Sep 19, 2025 17:26:09 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Establishing a Micro Community in Every District

FIR No. 10715.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Establishing a "Micro Community" in Each District

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Community Health and Safety Department

Staff Completing FIR: Henri Hammond-Paul **Date:** 9/12/2025 **Phone:** (505) 490-7818

Reviewed by City Attorney: Erin McSherry Erin McSherry (Sep 19, 2025 17:26:09 MDT) **Date:** 09/19/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 09/19/2025

Summary:
The proposed resolution would require a "Micro Community" in every City of Santa Fe ("City") council district to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe. by January 1, 2027. Alternatively, in the event a Micro Community in each district is not possible, the resolution requires a presentation to the Governing Body, describing the reasons why it is not possible and making related recommendations.

Departments Affected:
Community Health and Safety Department and Community Development Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then Micro-Communities would not be required in all City Council districts.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolutions 20203-16 and 2025-38

Performance and Administrative Implications:
Community Health Services ("CHS") does not currently have operating or contracting/professional service funds to place Micro Communities in every City Council district. If the City wants to have a Micro Community in each district, the City will need to allocate recurring funds for operations and one-time funds for construction.

Fiscal Implications:
Fiscal Implications of this resolution will vary, depending on the specifics of each Micro Community. Characteristics such as food preparation capacity, land development needs, and security needs influence cost for implementing and operating each area.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 400,000	$	$				
Contractual/ Professional Services	$ 500,000	$ 500,000	$ 2,000,000				
Operating	$	$	$				$
Total:	$ 900,000	$ 500,000	$ 2,000,000				$ 3,400,000

Expenditure Narrative:

CHS identifies that it costs about $500,000 to operate a given Micro Community of 30-40 units on an annual basis. The City has Pallet units sufficient to open Micro Communities in every City Council district in storage currently. Also, the team is looking into local solutions to reduce development and construction costs.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: hmhammondpaul@santafenm.gov

PRO-BONO LEGAL SERVICES AGREEMENT:
City and County of San Francisco et al vs. Trump

This Legal Services Agreement (the "Agreement"), related to litigation begun in of February 14, 2025, is made and entered into by and between: the Public Rights Project ("PRP"), and the City of Santa Fe ("Client"). With this Agreement, the Client engages PRP to represent them with respect to litigation challenging Executive Order 14159, section 17; and Department of Justice memos dated January 21, 2025 and February 5, 2025 purporting to freeze DOJ federal funding for, and directing prosecution and other litigation regarding, jurisdictions that decline assistance to federal immigration enforcement efforts ("this matter"). This Agreement does not address potential representation in any appeal arising from this matter or any other litigation, but PRP and Client may extend the representation to such matters, under the terms of the agreement, upon mutual written agreement.

THEREFORE, PRP and Client agree as follows:

1. Attorney-Client Relationship. Client hereby retains PRP in connection with legal analysis, advice, and to serve as local counsel related to this matter. PRP agrees to provide its services on a pro bono basis and to bear all costs, unless otherwise specified in this agreement or a subsequent mutually agreed upon written agreement.

2. Attorney-Client Privilege. Communications between PRP and Client about this matter are subject to the attorney-client privilege. PRP may protect confidential information belonging to Client from being disclosed to the world at large, except as required by law. Client may waive the attorney-client privilege by discussing the substance of communications between PRP and Client with third parties other than any co-counsel on a matter. As a result, Client shall make efforts not to disclose such communications to third parties before consulting PRP about such disclosures.

3. Freedom of Contract. Client is free to terminate PRP's legal representation of Client at any time and to retain separate counsel. PRP is free to cease providing PRP Legal Services and to terminate its legal representation of Client for any reason consistent with ethical rules, including conflicts of interest. Unless PRP's representation of Client is terminated before this time, PRP's representation of Client with respect to this matter will cease at the time that final judgment has been entered and/or any appeals have been resolved.

4. Cooperation and Provision of Necessary Information. So that PRP may effectively provide services to Client under this Agreement, Client agrees to cooperate fully with PRP regarding this matter, and to fully and accurately disclose to PRP all facts and documents that may be relevant to the matter or that PRP may otherwise request, as such information and materials

will form the basis of PRP's legal advice. Client understands that litigation in this matter may be fast moving and agrees to provide information and responses in a timely manner to enable PRP to provide the best representation possible. Client will immediately notify PRP about any change in phone number, address, or other information relevant to its representation of Client.

5. Confidential Information. Generally, PRP and Client acknowledge that all information disclosed by one to the other under this Agreement is confidential and privileged if not known to the public. Each party under this Agreement shall use confidential information solely for the purpose set forth in this Agreement, and shall use at least the same level of care in safeguarding confidential information belonging to the other against any and all loss, theft or other inadvertent disclosure that the party uses in safeguarding its own most sensitive and confidential information, but in any case shall not exercise less than a reasonable degree of care. PRP will have no obligation to retain files belonging to Client for more than one year after the conclusion of representation. Client represents that it will assert all applicable privileges, exemptions, or other protections from disclosure under public records laws of any confidential PRP-provided information.

6. Co-Counsel. Client will serve as co-counsel with PRP. PRP acknowledges that Client may retain additional counsel to provide legal services alongside PRP for this matter. Client agrees to consult with PRP before retaining additional counsel for this matter. PRP will cooperate with any such additional counsel, and Client acknowledges that PRP may share confidential information with the additional counsel, and vice versa, without prior consent of Client. Such sharing of information does not waive confidentiality, attorney-client privilege, or any other protections or privileges.

7. Publicity. Client authorizes PRP to use Client's name and any non-privileged information provided to PRP to publicize this matter in any manner that PRP deems to be in Client's interest or in the interest of educating the public about the matter. Depending on the circumstances, PRP may consult with Client before disseminating such information. If Client is contacted by a member of the media about this matter, Client agrees that they may consult with PRP before talking to the media, so that PRP can advise how such communication may impact this matter. Client also agrees that they may consult with PRP before contacting members of the press regarding this matter or making any statements on social media about this matter. Client and PRP each agree to consult generally with each other on any sought-after publicity for the case, including review of press releases and press statements and engagement on social media.

8. Fees, Costs, and Other Expenses. PRP is providing its services and litigation expenses associated with this lawsuit free of charge, except Client will be solely responsible for any fees, costs, or sanctions imposed by a court because of any factual misrepresentations that Client has made to PRP or for sanctions imposed by the court because of Client's failure to comply

with a court order, provided that Client is given reasonable notice of the court's order. PRP shall be responsible for all costs otherwise associated with the case that it accrues, including travel, filing fees, deposition costs, and other out-of-pocket costs. Client will also bear responsibility for any incidental costs of participation in the litigation that Client accrues on their own, such as printing, shipping, legal research, and telecommunications costs. In no event shall PRP be responsible to reimburse Client for any time or expense Client incurs on their own as a result of being involved in this matter.

9. Attorneys' Fees. In the event that the court requires the Defendant United States to pay attorneys' fees and costs, Client agrees that any such court award of fees and/or costs shall be paid proportionately to PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. Client also agrees to support PRP in any requests to the court for reasonable attorneys' fees, should such a request be warranted for the litigation as a whole or a portion thereof. If, as part of a settlement or consent decree, the Defendant United States agrees to pay attorneys' fees and costs, Client agrees that the amount of the settlement or consent decree allocated for fees and costs shall be paid PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. PRP does not believe that the court will have authority to award attorneys' fees and costs to the Defendant United States in this matter. However, if a court does award attorneys' fees and costs to the Defendant United States, Client agrees to pay that award proportionally with other plaintiffs in the case. PRP does not agree to indemnify the Client for any such award in this matter.

10. Conflict of Interest. Because PRP is representing more than one client in this matter, this is a joint representation for conflict-of-interest purposes. Joint representations present unique issues of which Client should be aware. For example, because of PRP's obligations to each client individually, PRP will not be able to advise Client with respect to any disputes that may arise between PRP's clients in this matter. Such a dispute, depending on its nature and relation to this matter, could require PRP to withdraw entirely from the representation. In addition, although PRP will keep all of the information that Client provides to PRP confidential as to third parties, PRP cannot keep information that a client in this matter provides to PRP that is relevant to the matter confidential from the other. In addition, while the attorney-client privilege will protect the confidentiality of communications between PRP and Client, there is no attorney-client privilege between jointly represented clients.

At the present time, PRP does not recognize or anticipate any material conflict between each individual client. Although each individual client's interests are generally consistent, Client recognizes and understands that differences and conflicts of interest may exist or become evident during the course of concurrent representations. Notwithstanding any conflict of interest or potential conflict of interests which may be deemed to arise out of PRP concurrent representation, Client has determined and agreed that it is in Client's individual interest to have PRP concurrently represent them.

In undertaking the concurrent representation of Client, PRP cannot and will not advise any client in this matter as to any matters upon which an actual conflict of interest develops among clients. In the event that any conflict, dispute, or disagreement arises between any clients as to their respective rights, PRP must decline to represent Client in any manner in connection with that dispute or disagreement.

11. Representation. Client represents that it is a home-rule municipality with its own procurement code and this agreement is exempt from the City's procurement ordinance.

IN WITNESS WHEREOF, PRP and Client have entered into and signed this Agreement as of the date of last signature below.

Public Rights Project	**City of Santa Fe**
By: _____ Name: _____ Title: _____	By: _____ Name: Alan Webber Title: Mayor

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Oct 24, 2025 15:59:18 MDT)
_____
ERIN MCSHERRY, CITY ATTORNEY

Santa Fe- PRP Legal Services Agreement - City and County of San Francisco et al vs. Trump

Final Audit Report 2025-10-24

Created:	2025-10-24
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhI0y7QJvUA49YTtK8qg--esr1UyK2Li4

"Santa Fe- PRP Legal Services Agreement - City and County of San Francisco et al vs. Trump" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-10-24 - 8:08:21 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2025-10-24 - 8:08:39 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2025-10-24 - 9:58:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2025-10-24 - 9:59:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-10-24 - 9:59:18 PM GMT

PRO-BONO LEGAL SERVICES AGREEMENT:
San Francisco Public Schools and City of Santa Fe vs. AmeriCorps

This Legal Services Agreement (the "Agreement"), related to litigation begun in of March 2025, is made and entered into by and between: the Public Rights Project ("PRP"), and the City of Santa Fe ("Client"). With this Agreement, the Client engages PRP to represent them with respect to litigation challenging illegal grant terms in Clients AmeriCorps grants ("this matter"). This Agreement does not address potential representation in any appeal arising from this matter or any other litigation, but PRP and Client may extend the representation to such matters, under the terms of the agreement, upon mutual written agreement.

THEREFORE, PRP and Client agree as follows:

1. Attorney-Client Relationship. Client hereby retains PRP in connection with legal analysis, advice, and to serve as local counsel related to this matter. PRP agrees to provide its services on a pro bono basis and to bear all costs, unless otherwise specified in this agreement or a subsequent mutually agreed upon written agreement.

2. Attorney-Client Privilege. Communications between PRP and Client about this matter are subject to the attorney-client privilege. PRP may protect confidential information belonging to Client from being disclosed to the world at large, except as required by law. Client may waive the attorney-client privilege by discussing the substance of communications between PRP and Client with third parties other than any co-counsel on a matter. As a result, Client shall make efforts not to disclose such communications to third parties before consulting PRP about such disclosures.

3. Freedom of Contract. Client is free to terminate PRP's legal representation of Client at any time and to retain separate counsel. PRP is free to cease providing PRP Legal Services and to terminate its legal representation of Client for any reason consistent with ethical rules, including conflicts of interest. Unless PRP's representation of Client is terminated before this time, PRP's representation of Client with respect to this matter will cease at the time that final judgment has been entered and/or any appeals have been resolved.

4. Cooperation and Provision of Necessary Information. So that PRP may effectively provide services to Client under this Agreement, Client agrees to cooperate fully with PRP regarding this matter, and to fully and accurately disclose to PRP all facts and documents that may be relevant to the matter or that PRP may otherwise request, as such information and materials will form the basis of PRP's legal advice. Client understands that litigation in this matter may be fast moving and agrees to provide information and responses in a timely manner to enable PRP to provide the best representation possible. Client will immediately notify PRP about any change in

phone number, address, or other information relevant to its representation of Client.

5. Confidential Information. Generally, PRP and Client acknowledge that all information disclosed by one to the other under this Agreement is confidential and privileged if not known to the public. Each party under this Agreement shall use confidential information solely for the purpose set forth in this Agreement, and shall use at least the same level of care in safeguarding confidential information belonging to the other against any and all loss, theft or other inadvertent disclosure that the party uses in safeguarding its own most sensitive and confidential information, but in any case shall not exercise less than a reasonable degree of care. PRP will have no obligation to retain files belonging to Client for more than one year after the conclusion of representation. Client represents that it will assert all applicable privileges, exemptions, or other protections from disclosure under public records laws of any confidential PRP-provided information.

6. Co-Counsel. Client will serve as co-counsel with PRP. PRP acknowledges that Client may retain additional counsel to provide legal services alongside PRP for this matter. Client agrees to consult with PRP before retaining additional counsel for this matter. PRP will cooperate with any such additional counsel, and Client acknowledges that PRP may share confidential information with the additional counsel, and vice versa, without prior consent of Client. Such sharing of information does not waive confidentiality, attorney-client privilege, or any other protections or privileges.

7. Publicity. Client authorizes PRP to use Client's name and any non-privileged information provided to PRP to publicize this matter in any manner that PRP deems to be in Client's interest or in the interest of educating the public about the matter. Depending on the circumstances, PRP may consult with Client before disseminating such information. If Client is contacted by a member of the media about this matter, Client agrees that they may consult with PRP before talking to the media, so that PRP can advise how such communication may impact this matter. Client also agrees that they may consult with PRP before contacting members of the press regarding this matter or making any statements on social media about this matter. Client and PRP each agree to consult generally with each other on any sought-after publicity for the case, including review of press releases and press statements and engagement on social media.

8. Fees, Costs, and Other Expenses. PRP is providing its services and litigation expenses associated with this lawsuit free of charge, except Client will be solely responsible for any fees, costs, or sanctions imposed by a court because of any factual misrepresentations that Client has made to PRP or for sanctions imposed by the court because of Client's failure to comply with a court order, provided that Client is given reasonable notice of the court's order. PRP shall be responsible for all costs otherwise associated with the case that it accrues, including travel, filing fees, deposition costs, and other out-of-pocket costs. Client will also bear responsibility for

any incidental costs of participation in the litigation that Client accrues on their own, such as printing, shipping, legal research, and telecommunications costs. In no event shall PRP be responsible to reimburse Client for any time or expense Client incurs on their own as a result of being involved in this matter.

9. Attorneys' Fees. In the event that the court requires the Defendant United States to pay attorneys' fees and costs, Client agrees that any such court award of fees and/or costs shall be paid proportionately to PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. Client also agrees to support PRP in any requests to the court for reasonable attorneys' fees, should such a request be warranted for the litigation as a whole or a portion thereof. If, as part of a settlement or consent decree, the Defendant United States agrees to pay attorneys' fees and costs, Client agrees that the amount of the settlement or consent decree allocated for fees and costs shall be paid PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. PRP does not believe that the court will have authority to award attorneys' fees and costs to the Defendant United States in this matter. However, if a court does award attorneys' fees and costs to the Defendant United States, Client agrees to pay that award proportionally with other plaintiffs in the case. PRP does not agree to indemnify the Client for any such award in this matter.

10. Conflict of Interest. Because PRP is representing more than one client in this matter, this is a joint representation for conflict-of-interest purposes. Joint representations present unique issues of which Client should be aware. For example, because of PRP's obligations to each client individually, PRP will not be able to advise Client with respect to any disputes that may arise between PRP's clients in this matter. Such a dispute, depending on its nature and relation to this matter, could require PRP to withdraw entirely from the representation. In addition, although PRP will keep all of the information that Client provides to PRP confidential as to third parties, PRP cannot keep information that a client in this matter provides to PRP that is relevant to the matter confidential from the other. In addition, while the attorney-client privilege will protect the confidentiality of communications between PRP and Client, there is no attorney-client privilege between jointly represented clients.

At the present time, PRP does not recognize or anticipate any material conflict between each individual client. Although each individual client's interests are generally consistent, Client recognizes and understands that differences and conflicts of interest may exist or become evident during the course of concurrent representations. Notwithstanding any conflict of interest or potential conflict of interests which may be deemed to arise out of PRP concurrent representation, Client has determined and agreed that it is in Client's individual interest to have PRP concurrently represent them.

In undertaking the concurrent representation of Client, PRP cannot and will not advise any client in this matter as to any matters upon which an actual conflict of interest develops among clients. In the event that any conflict, dispute, or disagreement arises between any clients as to their respective rights, PRP must decline to represent Client in any manner in connection with that dispute or disagreement.

11. Representation. Client represents that it is a home-rule municipality with its own procurement code and this agreement is exempt from the City's procurement ordinance.

IN WITNESS WHEREOF, PRP and Client have entered into and signed this Agreement as of the date of last signature below.

Public Rights Project	**Santa Fe City Attorney's Office**
By: _____ Name: _____ Title: _____	By: _____ Name: Alan Webber Title: Mayor

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Oct 24, 2025 15:59:51 MDT)
_____
ERIN MCSHERRY, CITY ATTORNEY

Santa Fe - PRP Legal Services Agreement - San Francisco Public Schools and City of Santa Fe vs AmeriCorps

Final Audit Report 2025-10-24

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"Santa Fe - PRP Legal Services Agreement - San Francisco Public Schools and City of Santa Fe vs AmeriCorps" History

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Agreement completed.
2025-10-24 - 9:59:51 PM GMT

PRO-BONO LEGAL
RETENTION AGREEMENT

This LEGAL SERVICES RETENTION AGREEMENT ("Agreement") is entered into by and between City of Santa Fe, New Mexico and the Public Rights Project ("Attorneys") for the purpose of investigation on behalf of, and representation of, the City of Santa Fe ("Client") as set forth herein. This Agreement encompasses the following provisions:

1. SCOPE AND DUTIES. The Client engages PRP to represent them with respect to **litigation in the U.S. District Court for the Western District of Washington concerning conditions imposed by the federal government on recipients of federal grants.** This includes representation for any related appeals that Client and Attorney decide to pursue. The Client acknowledges that it has retained the Attorneys for the sole purposes expressly stated in this Agreement. The Client understands that neither the Attorneys, nor their employees or other representatives, make any representations of any kind to perform any legal service, or to provide any legal opinions or advice on any matter not expressly stated in this Agreement.

2. DISCHARGE AND WITHDRAWAL. The Client may discharge the Attorneys at any time by written notice effective when received by the Attorneys. If any action is filed on the Potential Claims, the Attorneys may withdraw with Client's consent, upon court approval, or as permitted by the applicable Rules of Professional Conduct. The Attorneys may also discharge the Client if the Attorneys determine Client's claims no longer merit prosecution by the Attorneys. Where the Attorneys terminate this Agreement without good cause, the Attorneys shall not be entitled to the recovery of any Attorneys' fees or Costs, regardless of the status of any action, and regardless of whether any amounts of recovery have been or are subsequently received by the Client.

3. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorneys' statements to the Client will be construed as a promise or guarantee about the outcome of the Client's matter. Attorneys make no such promises or guarantees. The Attorneys' comments about any Potential Claims or the outcome of Client's matter are expressions of opinion only.

4. MULTIPLE REPRESENTATION. The Client understands that the Attorneys may represent other clients with actual or potential claims related to the same Executive Branch actions. The Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. The Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and

especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, the Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to representation when actual, present, or potential conflicts of interest exist. The Client has conferred with its municipal counsel, and is not deterred from hiring the Attorneys because of the present risks of conflicts which may occur. The Client expressly reserves its right to be informed as any conflicts arise in the future.

By signing this agreement, the Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with the Attorneys' representation of the Client and other multiple claimants; (2) it nevertheless wants the Attorneys to engage in the services described herein; and (3) it consents to Attorneys' representation of others in similar investigation and potential litigation. The Client remains completely free to seek other legal advice at any time even after signing this agreement.

5. AFFILIATED LOCAL COUNSEL. Client acknowledges that PRP does not presently employ an attorney who is admitted to practice law in the court or state where this action is filed. PRP will affiliate with local counsel and/or co-counsel who can sponsor any necessary pro hac vice motions or other bar admissions.

6. PUBLICITY. Client authorizes PRP to use Client's name and any non-privileged information provided to PRP to publicize this matter in any manner that PRP deems to be in Client's interest or in the interest of educating the public about the matter. Depending on the circumstances, PRP may consult with Client before disseminating such information. If Client is contacted by a member of the media about this matter, Client agrees that they may consult with PRP before talking to the media, so that PRP can advise how such communication may impact this matter. Client also agrees that they may consult with PRP before contacting members of the press regarding this matter or making any statements on social media about this matter. Client and PRP each agree to consult generally with each other on any sought-after publicity for the case, including review of press releases and press statements and engagement on social media.

7. ATTORNEYS' FEES. In the event that the court requires any Defendant to pay attorneys' fees and costs, Client agrees that any such court award of fees and/or costs shall be paid proportionately to PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. Client also agrees to support PRP in any requests to the court for reasonable attorneys' fees, should such a request be warranted for the litigation as a whole or a portion thereof. If, as part of a settlement or consent decree, any Defendant agrees to pay attorneys' fees and costs, Client agrees that the amount of the settlement or consent decree allocated for fees and costs shall be paid PRP, Client, and any co-counsel, based on the hours worked by each counsel on the matter. If a court does award attorneys' fees and costs to the Defendant(s), Client agrees that PRP will not be responsible for paying Client's proportional share of that award. PRP does not agree to indemnify the Client for

any such award in this matter.

8. FEES, COSTS, AND OTHER EXPENSES. PRP is providing its services associated with the Matter free of charge. Client will bear responsibility for any incidental costs of participation in the Matter that Client accrues on its own, such as printing, shipping, legal research, and telecommunication costs.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing, approved and executed in the same manner as the initial Agreement.

11. GOVERNING LAW. The terms and provisions of this Agreement and the performance of the parties hereunder shall be interpreted in accordance with, and governed by, the laws of the State of New Mexico, without regard to conflict of law principles.

12. AUTHORITY OF PARTIES. Each of the signatories to this Agreement represents that he or she has the authority to enter into and execute this Agreement and to bind the entity or entities on whose behalf each signs.

The above is approved and agreed upon by all parties.

Dated: _____ _____

Toby Merrill
Litigation Director
Public Rights Project

Dated: _____ _____

Alan Webber
Mayor
City of Santa Fe

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Oct 24, 2025 15:58:27 MDT)
_____
ERIN MCSHERRY, CITY ATTORNEY

Santa Fe - PRP Legal Services Agreement - King County v. Turner

Final Audit Report 2025-10-24

Created:	2025-10-24
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"Santa Fe - PRP Legal Services Agreement - King County v. Turner" History

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Agreement completed.
2025-10-24 - 9:58:27 PM GMT

CITY OF SANTA FE

Memorandum

Date: October 16, 2015

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

From: Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMDOT Control Number C5243319

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation ("NMDOT"), regarding Appropriation ID Number I3319, and Control Number C5243319 ("Grant Agreement"). The Grant Agreement makes available fifty thousand dollars ($50,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina Street and Lopez Lane.

BACKGROUND:

NMDOT, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe ("City") as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payments. Attachment A of the Grant Agreement also requires that the City "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsbaility for the scope, or related amenities and required funding to support the project. Adoption of this Resolution will satisfy these requirements and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing body and executed in an action separate from the Resolution; and the Resolution will not be implicated if the Governing Body does not later approve the Grant Agreement.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO DEPARTMENT OF TRANSPORTATION, APPROPRIATION ID NUMBER I3319, CONTROL NUMBER C5243319, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE THE INTERSECTION OF RUFINA STREET AND LOPEZ LANE.

WHEREAS, in the Laws of 2024, Chapter 66, Section 33, Subsection 89, the New Mexico Legislature appropriated funds to the New Mexico Department of Transportation ("NMDOT") that NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number I3319, NMDOT Control Number C5243319 ("Agreement"), incorporated as Attachment A, in the amount of fifty thousand ($50,000), to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina Street and Lopez Lane("Project") ; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body

has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, Attachment A to Exhibit A, Item 5 of the Agreement states that the City will "[a]dopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability and maintenance responsibility for the scope, or related amenities and required funding to support the Project" and adopting this resolution will satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909
Santa Fe, NM 87504-0909
Email: mayor@santafenm.gov
Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: 200 Lincoln Avenue

Santa Fe, Nm 87501

Email: ekoster@santafenm.gov

Telephone: (505) 955-6885

BE IT FURTHER RESOLVED that the City will accept responsibility for the Project; assumes the lead role in design, development, and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project, without waiving the protections of the Tort Claims Act and other limitations on government liability in New Mexico.

BE IT FURTHER RESOLVED that this resolution pertains to the original Agreement and any amendments to the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 23, 2025 15:26:35 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/C5243319 Rufina St and Lopez Ln Intersection Designating Signatory and Responsibility

EXHIBIT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5243319

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 89, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3319 NMDOT Control Number C5243319 **$50,000**
APPROPRIATION REVERSION DATE: 6/30/2028
Laws of 2024, Chapter 66, Section 33, Subsection 89, Fifty Thousand Dollars and No Cents ($50,000), to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina street and Lopez lane in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Fifty Thousand Dollars and No Cents $50,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, (), which equals () (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: David Chapman
Title: Grants Administrator

Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“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, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

_____
By: Aaron Frankland or Designee

Its: Deputy General Counsel

_____
Date

CITY OF SANTA FE:

SEE PAGE 13 OF AGREEMENT

_____

CITY MANAGER

DATE:_____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 30, 2024 17:37 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

EMILY OSTER, FINANCE DIRECTOR

GFA 24-I3319 Rufina Street and Lopez Lane dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I.	**Grantee Information**	**II.**	**Payment Computation**
	(Make sure information is complete & accurate)	A.	Payment Request No.
A.	Grantee:	B.	Grant Amount:
B.	Address:	C.	AIPP Amount *(If Applicable)*:
	(Complete Mailing, including Suite, if applicable)	D.	Funds Requested to Date:
		E.	Amount Requested this Payment:
		F.	Reversion Amount (If *Applicable*):
	City State Zip	G.	Grant Balance:
C.	Phone No:	H.	☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)
D.	Grant No:	I.	☐ Final Request for Payment (*if Applicable*)
E.	Project Title:		
F.	Grant Expiration Date:		

III. **Fiscal Year :** _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

FIR No. 10719.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMDOT Control Number C5243319

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 10/15/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 23, 2025 15:26:35 MDT) **Date:** 10/23/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Transportation (NMDOT), regarding Appropriation ID number I3319, Control Number C524331 ("Grant Agreement"). The Grant Agreement makes available fifty thousand dollars ($50,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way for and to plan, design, construct and improve the intersection of Rufina Street and Lopez Lane.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X.B (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payments. The City would also not satisfy additional requirements in Attachment A of the Grant Agreement which requires the City to accept responsibility for the project and assume ownership, liability, and maintenance responsbaility for all amenities related to the project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement through a separate action.

Performance and Administrative Implications:
Public Works staff will acquire rights of way for and to plan, design, construct, improve the intersection of Rufina Street and Lopez Lane.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Oct 24, 2025 11:33:00 MDT)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 16, 2025

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

From: Regina Wheeler, Public Works Director RW

RE: Authorized Representatives and Agents for NMDOT Control Number C5253296

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with the New Mexico Department of Transportation ("NMDOT"), regarding Appropriation ID number J3296, and Control number C5253296 ("Grant Agreement"). The Grant Agreement makes available four-hundred thousand dollars ($400,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way to plan, design and construct improvements to the Rufina Street and Lopez Lane intersection in the City of Santa Fe.

BACKGROUND;

NMDOT, through Article XI(B)(e) of the Grant Agreement, requires that the City of Santa Fe ("City") as the grantee, agree that the "governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of the Grantee". Attachment A of the Grant Agreement also requires that the City "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the score, or related amenities and required funding to support the Project". Adoption of this Resolution will satisfy these requirements and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body and executed in an action separate from the Resolution; and the Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO DEPARTMENT OF TRANSPORTATION, APPROPRIATION ID NUMBER J3296, CONTROL NUMBER C5253296, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS TO RUFINA STREET AND LOPEZ LANE INTERSECTION AND ACCEPTING RESPONSIBILITY FOR THE PROJECT.

WHEREAS, in the Laws of 2025, Chapter 159, Section 39, Subsection 76, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number J3296, NMDOT Control Number C5253296 ("Agreement"), incorporated as Attachment A, in the amount of four hundred thousand dollars ($400,000), to acquire rights of way and to plan, design, and construct improvements to the Rufina Street and Lopez Lane Intersection in Santa Fe

in Santa Fe County (the "Project"); and

WHEREAS, Article XI(B)(e) of the Agreement, states that the "Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of the Grantee " and adopting this resolution will satisfy this requirement; and

WHEREAS, Exhibit F to Attachment A, Item 5 of the Agreement states that the City shall "Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project" and adopting this resolution will satisfy this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: PO Box 909
Santa Fe, NM 87504-0909
Email: mayor@santafenm.gov
Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe
Name: Emily Oster

Title:	Finance Director
Address:	200 Lincoln Avenue
	Santa Fe, Nm 87501
Email:	ekoster@santafenm.gov
Telephone:	(505) 955-6885

BE IT FURTHER RESOLVED that the City shall accept responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the Agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project, without waiving the protections of the Tort Claims Act and other limitations on government liability in New Mexico.

BE IT FURTHER RESOLVED that this resolution pertains to the original Agreement, and any amendments to the Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 24, 2025 11:55:02 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

ATTACHMENT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: HW2C5253296

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
DEPARTMENT OF TRANSPORTATION
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 76, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. **C5253296** ("**Project**"), Appropriation ID **J3296**, Reversion Date **6/30/2029** ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 39, Subsection 76, (Four Hundred Thousand Dollars and No Cents) **($400,000), to acquire rights of way and to plan, design and construct improvements to the Rufina street and Lopez lane intersection in Santa Fe in Santa Fe county; .**

B. Grantee's total reimbursements shall not exceed Four Hundred Thousand Dollars and No Cents, (**$400,000)** ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Four Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Regina Wheeler
Title: Public Works Director
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: rawheeler@santafenm.gov
Telephone:

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation, District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502

Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

   a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
      i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
   b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

a. During the term of this Agreement and the Record Retention Period, the Department may:
    i. Request additional information regarding the Project as it deems necessary and
    ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
    i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
    ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.

i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.
    a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
    b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

    a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
    b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
    c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
    d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
    e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
    f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
        i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.

g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.

i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

   a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
   b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

   a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
   b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

   a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
   b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
   c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

NMDOT Cabinet Secretary or Designee:

_____ _____

Signature Date

_____ _____

(Print Name) (Title)

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

_____

Signature

_____ _____

(Print Name) (Title)

APPROVED BY GRANTEE: **City of Santa Fe**

Entity Name

Official with Authority to Bind Grantee:

_____

Signature

_____ _____

(Print Name) (Title)

_____

Date

Fiscal Officer or Chief Financial Officer:

_____

Signature

_____ _____

(Print Name) (Title)

_____

Date

Legal Counsel: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip

C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: $ 0.00
C. AIPP Amount *(If Applicable)* : $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: _____
F. Reversion Amount (*if applicable*): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** (*if applicable*)	**Grantee Representative**
Printed Name	Printed Name
Date: _____	Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ASD Officer	Date	Division Grant Manager	Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

Detailed Expenditure Plan
DATE:

Uses of Funds	Development Budget	Request 1	Request 2	Request 3	Request 4	Request 5	Request 6	Request 7	Request 8	Request 9	Request 10	Request 11	Substantial Completion	100% completion	Total
Acquisition Contract Price	$0														$0
Acquisition Closing/Legal/Other	$0														$0
Off-Sites	$0														$0
Site Work	$0														$0
Direct Construction Costs	$0														$0
Contingency(<5%)	$0														$0
Architectural - Design fees	$0														$0
Architectural - Supervision fees	$0														$0
Engineering fees	$0														$0
Real estate attorney/other legal fees	$0														$0
Accounting fees	$0														$0
Impact Fees	$0														$0
Building permits & related costs	$0														$0
Appraisal	$0														$0
Market analysis	$0														$0
Environmental assessment	$0														$0
Soils report	$0														$0
Survey	$0														$0
Marketing	$0														$0
Course of construction insurance	$0														$0
Hazard & liability insurance	$0														$0
Real property taxes	$0														$0
Personal property taxes	$0														$0
Tenant relocation expenses	$0														$0
Other Indirect/Soft Costs	$0														$0
Total Uses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Detailed Procurement Plan
Date:

Project Milestones:

Initiation Date	Anticipated Completion Date	Use of Funds	Procurement Type	Procurement Code/Exemption	Anticipated Cost

EXHIBIT E
Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

EXHIBIT F
NM DEPARTMENT OF TRANSPORTATION PROVISIONS

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

FIR No. 10720.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMDOT Control Number C5253296

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 10/15/2025 **Phone:** (505) 955-6622

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 24, 2025 11:55:02 MDT) **Date:** _____

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with the New Mexico Department of Transportation ("NMDOT"), regarding Appropriation ID Number J3296, and Control Number C5253296 ("Grant Agreement"). The Grant Agreement makes available four-hundred thousand dollars ($400,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way to plan, design and construct improvements to the Rufina Street and Lopez Lane intersection in the City of Santa Fe.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article XI(B)(e) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Request for Payment. The City would also not satisfy additional requirements in Exhibit F of the Grant Agreement which requires the City to accept responsibility for the project and assume ownership, liability, and maintenance responsibility for all amenities related to the project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the agreement in a separate action.

Performance and Administrative Implications:
The Public Works Department staff will acquire rights of way and plan, design, and construct improvements to the Rufina Street and Lopez Lane intersection. Public Works staff and Finance Department staff will also administer the grant.

Fiscal Implications:
None. The Agreement is subject to a separate approval.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Oct 24, 2025 13:03:41 MDT)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: October 17, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director

RE: Water rate increase and rate structure change

EXECUTIVE SUMMARY:

This bill would increase the rates for City of Santa Fe Water (CoSF Water) utility service beginning in February of 2026 and then each January through 2030 for a total of five increases. This bill would also change the rate structure for residential accounts starting in 2027 by adding a third tier to residential water use rates. The average residential water bill would increase due to the combined effect of the rate increase and rate structure change, average users would see an increase in average monthly water bill in 2026, 2028, 2029, and 2030 with a one-time decrease in 2027 when the new rate structure goes into effect. Higher water users would see a greater water bill increase due to the implementation of the new rate structure.

BACKGROUND AND JUSTIFICATION:

Need for Rate Increase

Since water rates were last increased in 2013, general cost inflation has risen 41%, meaning CoSF Water's ability to fund operations and projects with rate revenue is significantly reduced. In addition, CoSF Water has four critically important capital projects in the planning or construction phases that must be completed to ensure a continued ability to provide a safe, reliable, and resilient supply of water to meet the needs of Santa Fe. These include major dam rehabilitation projects at both Nichols Dam and McClure Dam on the upper Santa Fe River, an upgrade to old and obsolete treatment plant processes at the Canyon Road Water Treatment Plant, and the San Juan Chama Return Flow Project, which is a key project to ensure future water resiliency. For a more in-depth explanation of the need for rate increases, please see the 16-minute presentation to City of Santa Fe Governing Body on April 30th, 2025. This presentation is available on the City's YouTube channel (https://www.youtube.com/@cityofsantafe) from minutes 16:50 – 32:50 of the meeting recording.

Desire for Rate Structure Change

In 2019 and 2020, a taskforce was assembled to engage with the City's financial consultant (FCS) on potential changes to the water rate structure. The taskforce included Public Utilities Department staff (PUD Department Director, Water Division Director, and Water Engineering Supervisor), two City Councilors (Rivera and Romero-Wirth), and three members of the public. The outcome of that effort included three recommendations:

1. Addition of a third tier to residential rates.

2. Consider breaking multi-family accounts into two groups, one with more than 8 units, and another with 8 or fewer under the assumption that multi-family accounts serving fewer units would have water usage similar to residential customers, and those with a high number of units would have water usage similar to commercial customers.
3. Delay a change to the rate structure until a rate increase was needed.

The rate structure proposed here addresses the first recommendation and the third. An analysis of multi-family customer water usage suggests no obvious change in water usage patterns as a function of number of units, so splitting that group is not currently under consideration.

Proposed Residential Rate Structure Change

The rate structure proposed here would add a third usage tier to the residential rate structure, and remove the current seasonality of the residential tiers, but leave all other rates with the current structure. The proposed, residential tier breaks are set at 4000 gallons and 7000 gallons per month based on average residential winter use of less than 4000 gallons per month, and the current 7000 gallon winter tier break. The new third tier (more than 7000 gallons per month year-round) volumetric cost is set to be equivalent to the current second tier cost, and then the first and second tier cost set to result in a revenue neutral structure change. 4000 gallons per month represents essential indoor use, and residential customers will pay less for these first 4000 gallons with the new rate structure than they have over the past decade. The first-tier size also matches the first tier of Santa Fe County water use rates. The amount charged for the new tiers is selected to reward low water use (customers who use less than 6000 gallons per month will see their average summer and winter bills both go down) and send a strong financial signal to high water users. In summary, the structure proposed here is only a change for the residential usage class and will reward conservation and recover additional revenue from higher water users (typically due to outdoor use). Due to active changes to the City's utility billing software the rate structure change would not be implemented until January 1, 2027. The rate structure and impacts to summer and winter bills for different usage amounts is shown on the final page of this memo.

Expected Change to Water Utility Bills

Effective February 1, 2026, water rates would increase under this proposal. The average water bill would increase about $2 per month, going from the current average of $44 per month to around $46 per month. Effective January 1, 2027, the new rate structure would be implemented with an additional rate increase. The effect of this combined rate structure change and rate increase would mean that starting in 2027, 75% of residential customers would see a one-year bill decrease during both the winter and summer. The customers representing the highest 5% of residential water users would see their bills rise in both winter and summer, while customers representing the highest 25% of residential water users would only see their summer bills rise. The average monthly residential bill of $46 in 2026 will go to $43 in 2027. In January of 2028, 2029, and 2030, the final three water rate increases proposed here would take effect, taking the average bill to $45, $47, and $49 respectively.

ATTACHMENTS:

Bill and FIR

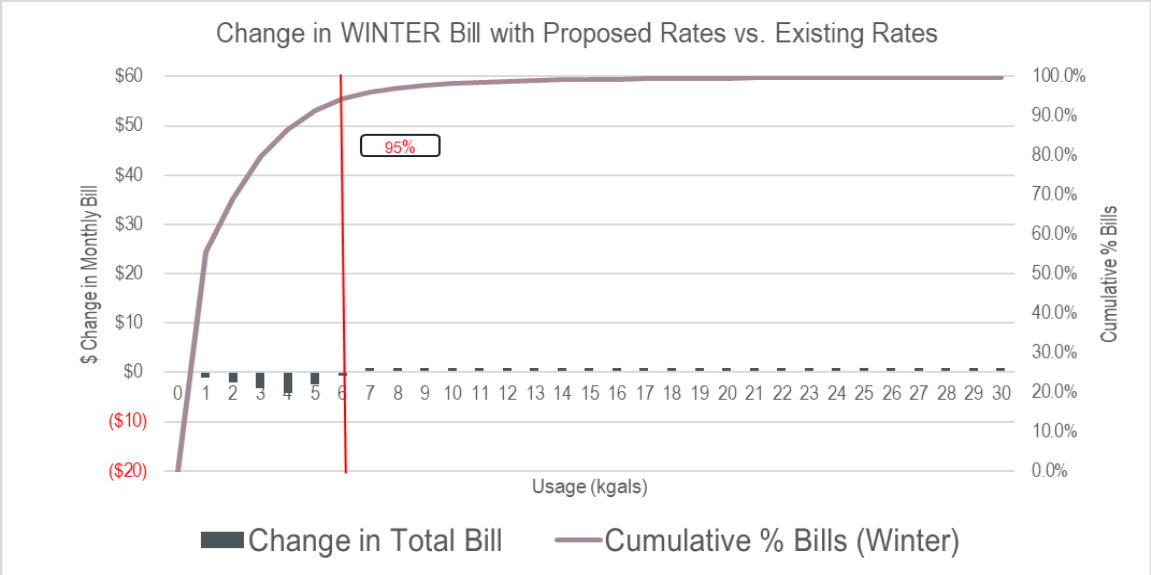
CITY OF SANTA FE

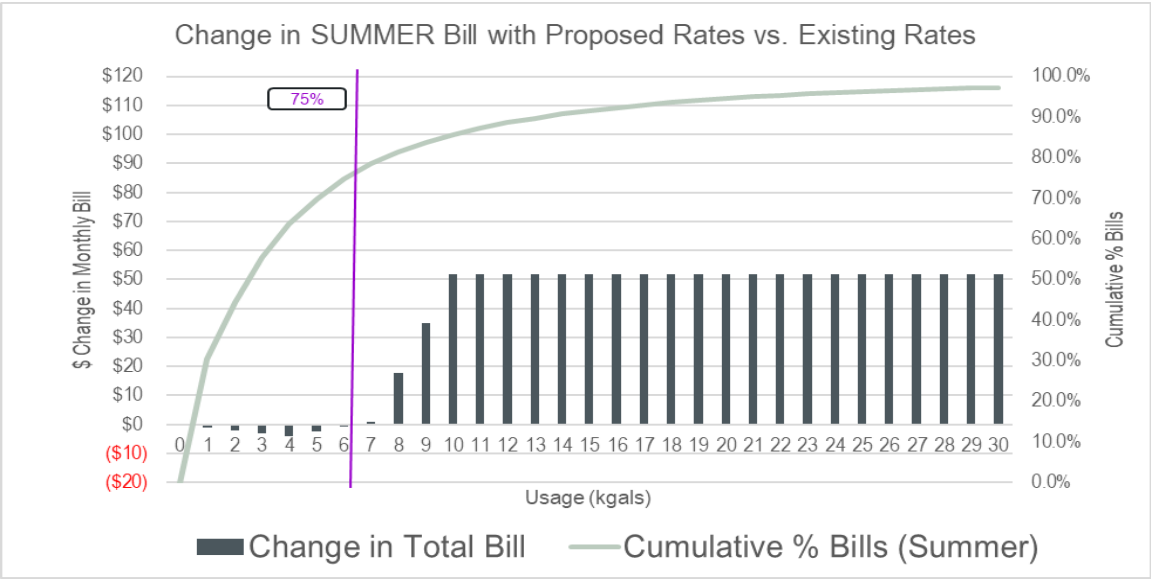
Memorandum

Proposed Residential Rate Structure

	Tier 1	Tier 2	Tier 3
Tier Thresholds (kgals)	4	7	7+
2027 Rates (per kgal)	**$5.50**	**$8.30**	**$23.50**
Ratio of Tiers	*1.0*	*1.5*	*4.27*

Tier 3 Fixed at $23.50 - ($21.72 current w/ 4 % increase FY26 & FY27)





CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-25

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A BILL

UPDATING THE RATES AND SERVICE CHARGES FOR WATER UTILITY SERVICES.

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

Section 1. Chapter 25, Exhibit B, Subsection 25-4.2, SFCC 1987 (being Ord. No. 2016-39, § 11, as amended) is amended to read:

EXHIBIT B

(Subsection 25-4.2)

WATER SERVICE RATE SCHEDULES

TABLE OF CONTENTS

Title	**Rate Schedule Number**
Monthly Service Charges [~~and Monthly Volume Rates~~]	1
[~~Effective March 1, 2009 through December 31, 2009~~] Monthly Volume Rates through December 31, 2026	[~~1~~]2A
[~~Effective January 1, 2010 through December 31, 2010~~]	[~~1~~]2B

underscored material = new [~~bracketed material~~] = delete

Monthly Volume Rates beginning January 1, 2027	
[Effective January 1, 2011 through December 31, 2011]	[1C]
[Effective January 1, 2012 through December 31, 2012]	[1D]
[Effective January 1, 2013	[1E]
Private Fire Hydrant Service	[5]3
Fire Service Line	[6]4
Base Meter Service Charges	[7]5
Utility Expansion Charge	[8]6
Municipal Fire Hydrant Service	[9]7
Conservation Program Charge	[10]8
Potable Water Fill Station	[11]9
EFFECTIVE: JULY 1, 1995	
AMENDED: JANUARY 12, 2000 APRIL 11, 2001 MAY 9, 2001 SEPTEMBER 1, 2001 JANUARY 16, 2002 AUGUST 11, 2004 FEBRUARY 9, 2005 AUGUST 28, 2006 (EFFECTIVE JANUARY 1, 2007) OCTOBER 29, 2007 JANUARY 9, 2008 JANUARY 28, 2009 (EFFECTIVE MARCH 1, 2009) [Adoption Date] (EFFECTIVE FEBRUARY 1, 2026)	

RATE SCHEDULE 1[A]

[Effective March 1, 2009 through December 31, 2009]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	~~Monthly Service Charge~~
~~5/8" or 3/4"~~	~~$13.44~~
~~1”~~	~~$26.88~~
~~1 1/2”~~	~~$53.75~~
~~2”~~	~~$107.51~~
~~3”~~	~~$215.02~~
~~4”~~	~~$389.71~~
~~6”~~	~~$860.06~~
~~8”~~	~~$1,531.98~~]

Monthly Service Charge for Residential, Multi-Family, and Commercial										
Meter Size	Effective Date									
	3/1/2009	1/1/2010	1/1/2011	1/1/2012	1/1/2013	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3/8" or 3/4"	$13.44	$14.54	$15.73	$17.02	$18.42	$19	$20	$21	$22	$22
1”	$26.88	$29.08	$31.46	$34.04	$36.83	$38	$40	$41	$43	$45
1 ½”	$53.75	$58.16	$62.93	$68.09	$73.67	$77	$80	$83	$86	$90
2”	$107.51	$116.33	$125.87	$136.19	$147.36	$153	$159	$166	$172	$179
3”	$215.02	$232.65	$251.73	$272.37	$294.70	$306	$319	$331	$345	$359
4”	$389.71	$421.67	$456.25	$493.66	$534.14	$556	$578	$601	$625	$650
6”	$860.06	$930.58	$1,006.89	$1,089.45	$1,178.78	$1,226	$1,275	$1,326	$1,379	$1,434
8”	$1,531.98	$1,657.60	$1,793.52	$1,940.59	$2,099.72	$2,184	$2,271	$2,362	$2,456	$2,555

[MONTHLY VOLUME CHARGE		
	RESIDENTIAL	
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $15.84/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons per dwelling unit $15.84/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.43/1,000 gallons for first 7,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for the first 10,000 gallons $15.84/1,000 gallons thereafter
1" meter	Sept. – April*	$04.43/1,000 gallons for the first 14,000 gallons $15.84/1,000 gallons there after
	May – Aug*	$04.43/1,000 gallons for first 20,000 gallons $15.84/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.43/1,000 gallons for first 28,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 40,000 gallons $15.84/1,000 gallons thereafter
2" meter	Sept. – April*	$04.43/1,000 gallons for first 56,000 gallons $15.84/1,000 gallons thereafter
	May – Aug*	$04.43/1,000 gallons for first 80,000 gallons $15.84/1,000 gallons thereafter
3" meter	Sept. – April*	$04.43/1,000 gallons for first 112,000 gallons $15.84/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 160,000 gallons

	~~Aug*~~	~~$15.84/1,000 gallons thereafter~~
~~4" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 203,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 290,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 448,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 640,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	~~$04.43/1,000 gallons for first 798,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.43/1,000 gallons for first 1,140,000 gallons~~ ~~$15.84/1,000 gallons thereafter~~]

RATE SCHEDULE 2A

Monthly Volume Rates Through December 31, 2026 for Residential, Multi-Family, and Commercial Meters ($/1,000 gallons)						
Tier\Effective Date	**3/1/2009**	**1/1/2010**	**1/1/2011**	**1/1/2012**	**1/1/2013**	**2/1/2026**
Tier 1	$4.43	$4.79	$5.18	$5.60	$6.06	$6.30
Tier 2	$15.84	$17.14	$18.55	$20.07	$21.72	$22.60

Water Tier Size (gallons per month)				
Meter Type and Size	**Tier 1**		**Tier 2**	
Residential and Multi-Family Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
All Meter Sizes	< = 700	< = 10,000	> 700	> 10,000
Commercial Meters	Sep* - Apr*	May* - Aug*	Sep* - Apr*	May* - Aug*
5/8" and 3/4"	<= 7000	<= 10,000	> 7000	> 10,000
1"	<= 14,000	<= 20,000	> 14,000	> 20,000

1 1/2”	<= 28,000	<= 40,000	> 28,000	> 40,000
2”	<= 56,000	<= 80,000	> 56,000	> 80,000
3”	<= 112,000	<= 160,000	> 112,000	> 160,000
4”	<= 203,000	<= 290,000	> 203,000	> 290,000
6”	<= 448,000	<= 640,000	> 448,000	> 640,000
8”	<= 798,000	<= 1,140,000	> 798,000	> 1,140,000

*(Utility billing date)

RATE SCHEDULE [~~1~~]2B

[~~Effective January 1, 2010 through December 31, 2010~~]

[~~RESIDENTIAL, MULTI-FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$14.54~~
~~1"~~	~~$29.08~~
~~1½"~~	~~$58.16~~
~~2"~~	~~$116.33~~
~~3"~~	~~$232.65~~
~~4"~~	~~$421.67~~
~~6"~~	~~$930.58~~
~~8"~~	~~$1,657.60~~]

[~~MONTHLY VOLUME CHARGE~~		
~~RESIDENTIAL~~		
~~All meter sizes~~	~~Sept. – April*~~	~~$04.79/1,000 gallons for first 7,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~

	May – Aug*	$04.43/1,000 gallons for first 10,000 gallons $17.14/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$04.79/1,000 gallons for first 7,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter
	May – Aug*	$04.79/1,000 gallons for first 10,000 gallons per dwelling unit $17.14/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$04.79/1,000 gallons for first 7,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for the first 10,000 gallons $17.14/1,000 gallons thereafter
1" meter	Sept. – April*	$04.79/1,000 gallons for the first 14,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 20,000 gallons $17.14/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$04.79/1,000 gallons for first 28,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 40,000 gallons $17.14/1,000 gallons thereafter
2" meter	Sept. – April*	$04.79/1,000 gallons for first 56,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 80,000 gallons $17.14/1,000 gallons thereafter
3" meter	Sept. – April*	$04.79/1,000 gallons for first 112,000 gallons $17.14/1,000 gallons thereafter
	May – Aug*	$04.79/1,000 gallons for first 160,000 gallons $17.14/1,000 gallons thereafter
4" meter	Sept. – April*	$04.79/1,000 gallons for first 203,000 gallons $17.14/1,000 gallons thereafter
	May –	$04.43/1,000 gallons for first 290,000 gallons

	~~Aug*~~	~~$17.14/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. - April*~~	~~$04.79/1,000 gallons for first 448,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 640,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. - April*~~	$04.79/1,000 gallons for first 798,000 gallons $17.14/1,000 gallons thereafter
	~~May - Aug*~~	~~$04.79/1,000 gallons for first 1,140,000 gallons~~ ~~$17.14/1,000 gallons thereafter~~]

[~~(*utility billing date)~~]

Monthly Water Usage Charge for Residential Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$5.50	$5.70	$6.00	$6.20
Teir 2	$8.30	$8.60	$8.90	$9.30
Tier 3	$23.50	$24.40	$25.40	$26.40

Monthly Volume Rates for Multi-Family and Commercial Meters Starting January 1, 2027 ($/1000 gallons)				
Tier\Effective Date	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Tier 1	$6.60	$6.80	$7.10	$7.40
Teir 2	$23.50	$24.40	$25.40	$26.40

Water Tier Sizes Effective January 1, 2027 (gallons per month)			
Meter Type and Size	**Tier 1**	**Tier 2**	**Tier 3**
Residential Meters	<= 4000	> 4000 to 7000	> 7000
Multi-Family and Commercial Meters	Same as Multi-Family and Commercial Meter Tiers		None

[~~RATE SCHEDULE 1C~~

~~Effective 1, 2011 through December 31, 2011~~]

[~~RESIDENTIAL, MULTI FAMILY COMMERCIAL~~	
~~Meter Size~~	**~~Monthly Service Charge~~**
~~⅝" or ¾"~~	~~$15.73~~
~~1"~~	~~$31.46~~
~~1½"~~	~~$62.93~~
~~2"~~	~~$125.87~~
~~3"~~	~~$251.73~~
~~4"~~	~~$456.25~~
~~6"~~	~~$1,006.89~~
~~8"~~	~~$1,793.52~~]

[~~MONTHLY VOLUME CHARGE~~
~~RESIDENTIAL~~

All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $18.55/1,000 gallons thereafter
MULTI FAMILY		
All meter sizes	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons per dwelling unit $18.55/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.18/1,000 gallons for first 7,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for the first 10,000 gallons $18.55/1,000 gallons thereafter
1" meter	Sept. – April*	$05.18/1,000 gallons for the first 14,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 20,000 gallons $18.55/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.18/1,000 gallons for first 28,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 40,000 gallons $18.55/1,000 gallons thereafter
2" meter	Sept. – April*	$05.18/1,000 gallons for first 56,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 80,000 gallons $18.55/1,000 gallons thereafter
3" meter	Sept. – April*	$05.18/1,000 gallons for first 112,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 160,000 gallons $18.55/1,000 gallons thereafter
4" meter	Sept. –	$05.18/1,000 gallons for first 203,000 gallons

	April*	$18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 290,000 gallons $18.55/1,000 gallons thereafter
6" meter	Sept. – April*	$05.18/1,000 gallons for first 448,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 640,000 gallons $18.55/1,000 gallons thereafter
8" meter	Sept. – April*	$05.18/1,000 gallons for first 798,000 gallons $18.55/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 1,140,000 gallons $18.55/1,000 gallons thereafter]

[RATE SCHEDULE 1D

Effective January 1, 2012 through December 31, 2012]

[RESIDENTIAL, MULTI-FAMILY COMMERCIAL	
Meter Size	**Monthly Service Charge**
⅝" or ¾"	$17.02
1"	$34.04
1½"	$68.09
2"	$136.19
3"	$272.37
4"	$493.66
6"	$1,089.45
8"	$1,940.59]

[MONTHLY VOLUME CHARGE
RESIDENTIAL

All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.18/1,000 gallons for first 10,000 gallons $20.07/1,000 gallons thereafter
MULTI-FAMILY		
All meter sizes	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
	May – Aug*	$05.60/1,000 gallons for first 10,000 gallons per dwelling unit $20.07/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$05.60/1,000 gallons for first 7,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for the first 10,000 gallons $20.07/1,000 gallons thereafter
1" meter	Sept. – April*	$05.60/1,000 gallons for the first 14,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 20,000 gallons $20.07/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$05.60/1,000 gallons for first 28,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 40,000 gallons $20.07/1,000 gallons thereafter
2" meter	Sept. – April*	$05.60/1,000 gallons for first 56,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 80,000 gallons $20.07/1,000 gallons thereafter
3" meter	Sept. – April*	$05.60/1,000 gallons for first 112,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 160,000 gallons $20.07/1,000 gallons thereafter
4" meter	Sept. –	$05.60/1,000 gallons for first 203,000 gallons

	April*	$20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 290,000 gallons $20.07/1,000 gallons thereafter
6" meter	Sept. – April*	$05.60/1,000 gallons for first 448,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 640,000 gallons $20.07/1,000 gallons thereafter
8" meter	Sept. – April*	$05.60/1,000 gallons for first 798,000 gallons $20.07/1,000 gallons thereafter
	May – Aug*	$05.60/1,000 gallons for first 1,140,000 gallons $20.07/1,000 gallons thereafter]

[*(utility billing date)]

[RATE SCHEDULE 1E

Effective January 1, 2013]

[RESIDENTIAL, MULTI-FAMILY COMMERCIAL	
Meter Size	**Monthly Service Charge**
⅝" or ¾"	$18.42
1"	$36.83
1½"	$73.67
2"	$147.36
3"	$294.70
4"	$534.14
6"	$1,178.78
8"	$2,099.72]

[MONTHLY VOLUME CHARGE

RESIDENTIAL		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons $21.72/1,000 gallons thereafter
MULTI-FAMILY		
All meter sizes	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
	May – Aug*	$06.06/1,000 gallons for first 10,000 gallons per dwelling unit $21.72/1,000 gallons per dwelling unit thereafter
COMMERCIAL		
5/8" or 3/4" meter	Sept. – April*	$06.06/1,000 gallons for first 7,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for the first 10,000 gallons $21.72/1,000 gallons thereafter
1" meter	Sept. – April*	$06.06/1,000 gallons for the first 14,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 20,000 gallons $21.72/1,000 gallons thereafter
COMMERCIAL – CONTINUED		
1 1/2" meter	Sept. – April*	$06.06/1,000 gallons for first 28,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 40,000 gallons $21.72/1,000 gallons thereafter
2" meter	Sept. – April*	$06.06/1,000 gallons for first 56,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 80,000 gallons $21.72/1,000 gallons thereafter
3" meter	Sept. – April*	$06.06/1,000 gallons for first 112,000 gallons $21.72/1,000 gallons thereafter
	May – Aug*	$06.06/1,000 gallons for first 160,000 gallons $21.72/1,000 gallons thereafter

~~4" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 203,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 290,000 gallons $21.72/1,000 gallons thereafter~~
~~6" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 448,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 640,000 gallons $21.72/1,000 gallons thereafter~~
~~8" meter~~	~~Sept. – April*~~	~~$06.06/1,000 gallons for first 798,000 gallons $21.72/1,000 gallons thereafter~~
	~~May – Aug*~~	~~$06.06/1,000 gallons for first 1,140,000 gallons $21.72/1,000 gallons thereafter~~]

[~~*(utility billing date)~~]

APPLICABILITY: The water rate schedules effective February 1, 2026, reflect an increase of [~~8.20~~]4% per year. [~~Any federal or state funds that are received for water projects covered in the water division's 10 year plan adopted by Resolution No. 2009-17 shall be used solely for reducing the rate increases that are planned for the four years subsequent to adoption of Ordinance No. 2009-2. None of these funds shall be used for plan expansion.~~] The applicable rate shall be based upon the character of service as set forth in Rule 3 of Exhibit A, Chapter 25 SFCC 1987. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

FIRE PROTECTION CHARGE: If the customer has a fire service line or lines for standby fire protection, the appropriate rate as provided in Rate Schedule 6, Fire Service Line, shall also be charged.

IRRIGATION METER: If the customer has an additional meter installed primarily for irrigation or other outdoor uses such as, but not limited to, pool or spa filling or vehicle washing, the same commodity and system charge as set forth above shall apply.

SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

MINIMUM CHARGE: The minimum charge under this Schedule shall be the monthly service charge.

~~[REVIEW: Upon adoption of Ordinance No. 2009-2, the water division shall immediately begin a rate structure review. As part of this review, a recommendation shall be produced regarding a third tier for excessive use of water for Rate Schedule 1, an expansion of the poverty exemption set forth in 15-1.3 SFCC 1987 for low/fixed income customers, and an increase in the utility expansion charge set forth in Rate Schedule 8. The review and recommendation shall be completed as soon as possible in order to be in place for the May 2009 billing date.]~~

USE OF SERVICE: Service shall not be resold or shared with others.

ADDITIONS AND EXTENSIONS: Additions or extensions under this Schedule shall be subject to the availability of existing water lines of adequate capacity to provide the service requested. The City shall not be required for purposes of supplying service hereunder to increase the capacity of its mains or to make any extensions thereto. Subject to the foregoing provisions, additional points of delivery may be requested, and the City, upon receipt of such requisition, shall furnish the water service in accordance with the rates contained in this Schedule.

OTHER CONDITIONS: Other conditions pertaining to application of service, water taps, disconnection and reconnection of service, responsibility for payment of bills, and other conditions

are provided for in the City's Rules and Regulations, available at its Water Services Division's office.

SERVICE APPLICATION: All applications for services for one inch (1") and larger meters shall be covered by written agreement on the City's standard application form.

~~[CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT~~

~~WATER SERVICES DIVISION~~

~~RATE SCHEDULE 1A*~~

~~RESERVED~~

~~*Former Rate Schedule 1A, Multi-Family Residential Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 40. Former Rate Schedule 1A shall remain in effect until January 1, 2007.~~

~~CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT~~

~~WATER SERVICES DIVISION~~

~~RATE SCHEDULE 2*~~

~~RESERVED~~

~~*Former Rate Schedule 2, Small Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 41. Former Rate Schedule 2 shall remain in effect until January 1, 2007.~~

~~CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT~~

~~WATER SERVICES DIVISION~~

~~RATE SCHEDULE 3*~~

~~RESERVED~~

~~*Former Rate Schedule 3, Large Commercial Water Service, previously codified herein, was repealed by Ordinance No. 2006-53, § 42. Former Rate Schedule 3 shall remain in effect until January 1, 2007.~~

~~**CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT**~~

~~**WATER SERVICES DIVISION**~~

~~**RATE SCHEDULE 4***~~

~~**RESERVED**~~

~~*Former Rate Schedule 4, Special Charges, previously codified herein, was repealed by Ordinance No. 2006-53, § 43. Former Rate Schedule 4 shall remain in effect until January 1, 2007.~~]

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~5~~]3

PRIVATE FIRE HYDRANT SERVICE

APPLICABILITY: This rate applies to owners of private fire hydrants used for fire protection only. This Schedule is not applicable to resale, breakdown, or standby service.

AVAILABILITY: Available only to installation existing and in service under this Schedule on or before June 30, 1969.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATES: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each private fire hydrant, [~~$54.52 per year~~] annual fees as shown below, payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
Through 1/31/2026	$54.52	per year
2/1/2026	$57	per year
1/1/2027	$59	per year
1/1/2028	$61	per year
1/1/2029	$64	per year

1/1/2030	$66	per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~6~~]4

FIRE SERVICE LINE

APPLICABILITY: This Fire Service Line rate applies to those individual customers who have a fire service line. This Schedule is not applicable to resale or breakdown service. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire service lines shall be the sum of A and B:

A.

[~~Fire Service Line~~	~~Monthly Charge~~
~~3”~~	~~$21.19~~
~~4”~~	~~34.68~~
~~6”~~	~~68.39~~
~~8”~~	~~108.84~~
~~10”~~	~~159.89~~
~~NOTE: Fire service lines will be billed on per customer basis.~~]	

Monthly Fire Service Charge

Fire Service Line Meter Size \ Effective Date	Through 1/31/2026	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
3"	$21.19	$22	$23	$24	$25	$26
4"	34.68	$36	$38	$39	$41	$42
6"	68.39	$71	$74	$77	$80	$83
8"	108.84	$113	$118	$122	$127	$132
10"	159.89	$166	$173	$180	$187	$195

NOTE: Fire service lines will be billed on a per customer basis.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right

or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rates set forth above are net and payable within twenty (20) days from date of bill.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~7~~]5

BASE METER SERVICE INSTALLATION CHARGES

APPLICABILITY: This Base Meter rate is applicable to all 3/4-inch, 1-inch, 1 1/2-inch, and 2-inch services installed by the City in dirt, gravel, and paved streets. This Schedule is not applicable to the installation of services larger than 2-inches, nor to services installed in subdivisions. Larger services and subdivision services will be installed under special contract provisions.

Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the city of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for Base Meter Service Installation Charges shall be the sum of A, B, and C:

A. SERVICE INSTALLATION LABOR AND MATERIAL CHARGES:

Service installations require a three person crew which includes a lead operator, an entry operator, and an equipment (backhoe) operator for approximately 6 hours for dirt or gravel

installations without curb, gutter, or sidewalk, and approximately 8 hours for installations in roads that are paved or have concrete curbs, gutters, and sidewalks. Estimated fully loaded labor rates (cost to City including benefits) and the resulting meter installation labor fee are shown in the table below for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

~~[Service~~	~~Dirt or Gravel~~	~~Paved~~	
~~¾ inch~~	~~$554.75~~	~~$1,026.83~~	
~~1 inch~~	~~$592.23~~	~~$1,064.31~~	
~~Service~~	~~Dirt W/Main Back of Curb~~	~~Gravel~~	~~Paved~~
~~1½ inch~~	~~$1,276.80~~	~~$1,372.43~~	~~$1,876.31~~
~~Service~~	~~Street W/Mains Back of Curb~~	~~Gravel~~	~~Paved~~
~~2 inch~~	~~$1,447.24~~	~~$1,542.87~~	~~$2,046.74~~]

	Fully Loaded Labor Rates Used For Meter Installation Calculations			
Laborer\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
Lead Operator Hourly	$ 65	$ 68	$ 71	$ 75
Entry Operator Hourly	$ 31	$ 33	$ 35	$ 37
Equipment Operator Hourly	$ 44	$ 46	$ 48	$ 50
Crew Total Hourly	$ 140	$ 147	$ 154	$ 162
6 hour Labor Cost (Dirt and Gravel)	$ 840	$ 882	$ 924	$ 972
8 hour Labor Cost (Paved and/or Sidewalk)	$ 1,120	$ 1,176	$ 1,232	$ 1,296

Materials required for installation may include but are not limited to a saddle, pipe, fittings, meter can, check valve, and meter yoke. The following table shows parts costs used to calculate installation charges for effective dates through 2040. These rates are assumed to increase by 5% from 2026 through 2029, and then 1% per year updated every five years after that.

	Material Costs for New Meter Service (not including meter cost)			
Service Size\Effective Date	2/1/2026	1/1/2030	1/1/2035	1/1/2040
5/8 and ¾-inch	$ 1,640	$ 1,720	$ 1,810	$ 1,900
1"	$ 2,460	$ 2,580	$ 2,710	$ 2,850
1 1/2"	$ 3,480	$ 3,650	$ 3,830	$ 4,030
2"	$ 6,290	$ 6,610	$ 6,940	$ 7,280

The meter cost is added to the labor and material costs in development of the total service installation labor and materials charges.

B. CHARGES FOR RESTORATION OF STREET OR ROAD SURFACE: The customer shall be assessed any cost related to the excavation or the restoration of street and road surfaces, curbs and gutters and sidewalks, including governmental permits, as may be required in compliance with applicable state or local government statutes, ordinances or regulations.

C. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and

levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~8~~]6

UTILITY EXPANSION CHARGE

APPLICABILITY: This Utility Expansion Charge is applicable to all new customers for connection with the City's system. Installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record shall not be considered a new customer subject to application of the Utility Expansion Charge. Service will be furnished in accordance with the City's Rules and Regulations covering water service, available at the City's offices and on file with the office of the City Clerk of the City of Santa Fe, which Rules and Regulations or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the City of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the City of Santa Fe.

UTILITY EXPANSION CHARGE (UEC): The rate for the UEC shall be the sum of A and B.

A. CHARGE:

1. The Charge for a ⅝" meter service is [~~$2,013.00.~~] as follows:

	UEC for 5/8" meter					
Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
UEC	$ 2,013	$ 2,516	$ 2,617	$ 2,722	$ 2,830	$ 2,944

2. The Charge for a ⅝" meter service for the following is $[~~800.00~~]1,000.

a. Santa Fe Homes Program for-sale or for-rent units as defined in Section 26-1 SFCC 1987;

b. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement; or

c. A low priced dwelling unit as defined in Section 26-2 SFCC 1987.

3. The Charge for each meter service size shall be determined by multiplying the Charge for a ⅝" meter service by the applicable equivalent meter EQM Factor.

4. The other meter service sizes are [~~as follows~~] calculated by multiplying the applicable charge for a **⅝**" meter by the EQM Factor shown in the following table:

Meter Service	EQM Factor	[~~UEC~~
¾"	1.5	~~$3,019.00~~
1"	2.5	~~5,032.00~~
1½"	5[~~.0~~]	~~10,065.00~~
2"	8[~~.0~~]	~~16,104.00~~
3"	15[~~.6~~]	~~31,402.00~~
4”	25[~~.0~~]	~~50,325.00~~
6”	50[~~.0~~]	~~100,650.00~~
8”	80[~~.0~~]	~~161,040.00~~]

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

C. VARIANCE: In the event a developer makes an advance payment for project costs, which payment covers all costs pertaining to the project in question which are included in the UEC calculation, he/she shall upon application to the governing body of the city of Santa Fe be entitled to a variance excusing him/her from payment of the UEC. A qualifying project within the Midtown LINC Overlay District, as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987, is exempt from payment of the UEC.

TERMS OF PAYMENT: The UEC is due when notice is provided to the Customer prior to installation of the service line.

SERVICE APPLICATION: The UEC shall apply to new services, not including the installation of a second meter and establishment of a new account for existing demand on a legal residential lot of record, located anywhere within the water service area approved by the City.

(Ord. No. 2016-39 § 11)

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~9~~]7

MUNICIPAL FIRE HYDRANT SERVICE

APPLICABILITY: Hydrants for the city of Santa Fe for fire protection, street cleaning, and sewer flushing. This Schedule is not applicable to resale, breakdown, or standby service. Service will be furnished in accordance with the City's Rules and Regulations covering water service available at the City's offices which Rules or subsequent revisions thereof are a part of this Schedule as if fully written herein.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The rate for fire hydrant service provided shall be the sum of A and B:

A. For each municipal fire hydrant installed[~~– $46.72 per annum~~] annual fees as shown below payable monthly.

Annual Private Fire Hydrant Charge Payable Monthly		
Effective Date	Charge	
	$46.72	per hydrant per year
2/1/2026	$49	per hydrant per year
1/1/2027	$51	per hydrant per year
1/1/2028	$53	per hydrant per year
1/1/2029	$55	per hydrant per year
1/1/2030	$57	per hydrant per year

B. SPECIAL TAX AND ASSESSMENT CLAUSE: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the Utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: The rate set forth above is net and payable from date of bill.

AVAILABILITY: Available to the City of Santa Fe, New Mexico for all hydrant service. Available under this Schedule are the following types of hydrants:

a. Standard 4-inch inlet 2-nozzle hydrants.

b. Standard 6-inch inlet with two 2½-inch hose nozzles and one standard 4½-inch pumper nozzle.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~10~~]8

CONSERVATION PROGRAM CHARGE

APPLICABILITY: In addition to the charges set forth elsewhere in Exhibit B of Chapter XXV SFCC 1987, all customers, except those that qualify for the poverty exemption set forth in subsection 15-1.3 SFCC 1987, shall pay a once per year conservation program charge. The charge shall be included in the customers' April water bill. Multi-family service customers shall be billed on a quarterly basis. The revenue collected shall be specifically set aside to fund water conservation programs of the city.

SERVICE AREA: Within the corporate limits of the city of Santa Fe, New Mexico and those areas outside the corporate limits to which service has been authorized by action of the governing body of the city of Santa Fe.

RATE: The charge for the conservation program shall be the following:

[~~SINGLE FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$4.00~~
~~¾"~~	~~$4.00~~
~~1"~~	~~$6.00~~
~~1.5"~~	~~$9.00~~
~~2"~~	~~$9.00~~
~~MULTI FAMILY RESIDENTIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$8.00~~
~~¾"~~	~~$15.00~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$50.00~~

~~2”~~	~~$105.00~~
~~3”~~	~~$150.00~~
~~4”~~	~~$305.00~~
~~6”~~	~~$525.00~~
~~8”~~	~~$750.00~~
~~COMMERCIAL SERVICE~~	
~~Meter Size~~	~~Conservation Fee~~
~~⅝"~~	~~$5.00~~
~~¾"~~	~~$12.50~~
~~1"~~	~~$20.00~~
~~1.5"~~	~~$32.00~~
~~2"~~	~~$65.00~~
~~3"~~	~~$110.00~~
~~4"~~	~~$200.00~~
~~6"~~	~~$285.00~~
~~8"~~	~~$350.00~~]

Conservation Fee by Meter Type and Date						
SINGLE FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
¾"	$4	$4.20	$4.30	$4.50	$4.70	$4.90
1"	$6	$6.20	$6.50	$6.70	$7.00	$7.30

1.5"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
2"	$9	$9.40	$9.70	$10.10	$10.50	$10.90
MULTI-FAMILY RESIDENTIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$8	$8.30	$8.70	$9.00	$9.40	$9.70
¾"	$15	$15.60	$16.20	$16.90	$17.50	$18.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$50	$52.00	$54.10	$56.20	$58.50	$60.80
2"	$105	$109.20	$113.60	$118.10	$122.80	$127.70
3"	$150	$156.00	$162.20	$168.70	$175.50	$182.50
4"	$305	$317.20	$329.90	$343.10	$356.80	$371.10
6"	$525	$546.00	$567.80	$590.60	$614.20	$638.70
8"	$750	$780.00	$811.20	$843.60	$877.40	$912.50
COMMERCIAL SERVICE						
Meter Size\Effective Date	3/1/2009	2/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
⅝"	$5	$5.20	$5.40	$5.60	$5.80	$6.10
¾"	$12.50	$13.00	$13.50	$14.10	$14.60	$15.20
1"	$20	$20.80	$21.60	$22.50	$23.40	$24.30
1.5"	$32	$33.30	$34.60	$36.00	$37.40	$38.90
2"	$65	$67.60	$70.30	$73.10	$76.00	$79.10
3"	$110	$114.40	$119.00	$123.70	$128.70	$133.80
4"	$200	$208.00	$216.30	$225.00	$234.00	$243.30

6"	$285	$296.40	$308.30	$320.60	$333.40	$346.70
8"	$350	$364.00	$378.60	$393.70	$409.50	$425.80

TERMS OF PAYMENT: The charge set forth above is payable within twenty (20) days from date of bill.

REVIEW OF FEE. The governing body shall review the conservation fee every two (2) years after the date of adoption.

CITY OF SANTA FE - PUBLIC UTILITIES DEPARTMENT

WATER SERVICES DIVISION

RATE SCHEDULE [~~11~~]9

POTABLE WATER FILL STATION

APPLICABILITY: Water dispensed from the city's potable water fill station.

POTABLE WATER FILL STATION RATE:

A. CHARGES:

1. Base Rate: [~~$2.05 per 500 gallons or portion thereof~~] same as Tier 1 Commercial Usage Rate, charged per gallon

2. Surcharges

a. Water conservation surcharge (as an overlay onto the base rate) shall apply to water dispensed May 1 through October 31 [~~$0.50 per 500 gallons or portion thereof~~] with a 25% surcharge to base rate.

b. During Water Emergency Management Stages 2 or 3, surcharges (as an overlay onto the base rate) [~~$1.00 per 500 gallons or portion thereof~~] are a 50% surcharge to base rate.

B. SPECIAL TAX AND ASSESSMENT CLAUSE: The above charges shall be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax

Act and of all other taxes, fees, or charges payable by the City and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

OTHER CONDITIONS:

A. Upon the water division's approval of an application, the following may purchase water from the city's potable water fill station:

1. A customer of the city's water, sewer or refuse utilities; or

2. A person living within the city limits.

B. Payment is due at the time the application for water is approved by the water division, prior to dispensing.

C. The amount shall not exceed 5,000 gallons per purchase, not to exceed 20,000 gallons per month per purchaser.

D. There is no restriction on where the water may be used; however, the water shall be subject to the same use restrictions as all other city water set forth in this chapter including, but not limited to, conservation, water waste and emergency water regulations. Violations shall be subject to the same enforcement as other violations of this chapter.

E. The purchaser or their representative shall have, in their possession at the time and place of use of the water, the receipt from the city for the water.

F. During Water Emergency Management Stage 4, water shall not be dispensed at the potable water fill station.

G. The above conditions may be waived by the water division director, or [~~his or her~~] their designee, if it is determined that an emergency exists and that the water is necessary for the public's health, safety and welfare.

H. The city reserves the right to prohibit or limit the sale of water at the potable water fill station as it may deem necessary to protect the city's water supply and comply with the intent of the provisions of this chapter.

~~**[CITY OF SANTA FE**~~

~~**EMERGENCY WATER REGULATIONS**~~

~~**"WATER WARNING - ORANGE"**~~

~~**IMPLEMENTATION STAGE]**~~

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Oct 24, 2025 16:21:16 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10718.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Water Utility Rate Update

Sponsor(s): Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Jame Cassutt

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director **Date:** September 25, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 24, 2025 16:21:16 MDT) **Date:** 10/24/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/24/2025

Summary:
If this bill is adopted, the rates for water utilities would increase 4% each year for five years, beginning February 1, 2026. The rate *structure* for residential water users would also change on January 1, 2027.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the water rates will remain unchanged, and the ability of the water utility to provide a safe, reliable, and resilient water supply to meet the needs of Santa Fe will, in the long term, be severely compromised.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Implementing the Bill will require updates to utility billing software.

Fiscal Implications:
This rate increase is designed to generate revenue to support City of Santa Fe Water's operations budget and increased capital spending to update aging infrastructure and design and build a large project to increase water supply.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$0.7M	$2.14M	$3.65M	R	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Revenues for FY 2026-2028 from financial model projections with 4% rate increase. For FY26, the rate increase is effective for less than ½ of the fiscal year.

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: September 24, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Thomas Grundler, Deputy Chief of Police

Via: Paul Joye, Chief of Police

RE: Prohibiting Animals on Medians

EXECUTIVE SUMMARY:
This bill would Amend SFCC 1987, Section 5-2, "Definitions" to define "abandonment" and "unattended animal" as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner's presence. It would also increase the fine for abandoning an animal from two hundred dollars ($200) to five hundred dollars ($500). It creates a fine structure for unattended animals—two hundred dollars ($200) for the first offense and five hundred dollars ($500) for subsequent offenses. Lastly, it imposes a fine of two hundred dollars ($200) for keeping an animal on a median.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE "ABANDONMENT" AND "UNATTENDED ANIMAL"; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, "UNATTENDED ANIMAL", PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM $200 TO $500, IMPOSE A $200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A $500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A $200 FINE FOR KEEPING ANIMALS ON MEDIANS.

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

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having

underscored material = new [~~bracketed material~~] = delete

charge, custody, or ownership, through any of the following acts:

A. Leaving an animal without adequate food, water or shelter;

B. Leaving an animal in circumstances where the animal's health, safety, or welfare is endangered;

C. Leaving an animal with the intent to permanently give up custody, ownership, or responsibility for the animal without making proper arrangements for the animal's continued care; or

D. Leaving an animal in a confined space without adequate ventilation, temperature control, or means of escape.

Administrator means the person responsible for the operations of the animal services division.

Animal means any vertebrate member of the animal kingdom excluding human beings.

Animal services center means the facility maintained and operated pursuant to the provisions of this chapter.

Animal services officer means an employee of the city, designated as such by the administrator, who has the authority of a peace officer to issue citations for violations of this chapter and performs such other duties relating to animal services as prescribed by the city manager.

Anti-escape provision means any housing, fencing or device which a guard dog cannot go over, under, through or around.

Bite means an actual puncture or tear of the skin inflicted by the teeth of an animal.

Breeder means any person involved in controlled breeding of animals except those complying with subsection 5-9.5 SFCC 1987 for litter fees. Breeders are subject to the professional animal care permit requirements set forth in subsection 5-6.2 SFCC 1987.

Commercial property means:

A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized

for commercial or business uses, including temporary sites; and

B. Any vehicle utilized for commercial or business purposes in the city.

Cruelty means an overt act committed with the intent to harm or needlessly kill an animal or committed out of depraved indifference for the animal's wellbeing, including but not limited to torture, maiming, beating or otherwise committing violence that causes injury or death.

Dangerous animal means:

A. An animal which, when unprovoked, engages in behavior that requires a defensive action by a person to prevent great bodily harm to a person or domesticated animal provided that the person or the second animal are not on the premises of the owner or person having custody of the first animal; or

B. An animal which, when unprovoked, injures a person but the injury does not result in great bodily harm; or

C. An animal which, because of its poisonous bite or sting, constitutes a significant hazard to the public.

Dog park means an official city designated park or portion thereof where dogs can exercise and run off leash in a safe, secure environment within the established limits and boundaries of an official city designated dog park.

Domestic animal means an animal that is sufficiently tame to live with humans, such as a dog or cat.

Establishment means a place of business together with its grounds and equipment.

Feces means excrement and other waste matter discharged from the bowels of an animal.

Great bodily harm means an injury to a person or domesticated animal which:

A. Creates a high probability of death; or

B. Results in serious disfigurement; or

C. Results in loss of any member or organ of the body; or

D. Results in permanent or prolonged impairment of the use of any member or organ of the body.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetic services for profit.

Guard dog means any dog that is utilized to protect commercial property, as defined above.

Guard dog site means any premises utilizing a guard dog that has a current guard dog permit.

Handler means a person who trains dogs for socialization or dog shows or trials or a security person capable of controlling guard dogs.

Handler breeder or hobby breeder means any person involved in controlled breeding of animals that are approved by a nationally recognized animal breeding organization, and are eligible to be so registered.

Heat or season means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Hybrid means an animal created by breeding animals of different species. For purposes of this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves, or domesticated dogs and coyotes.

Impound means to take-up and confine an animal in a humane manner.

Inspection officer means an animal services officer authorized by ordinance to conduct inspectorial searches.

Inspection order means an order issued by a municipal or district court judge.

Inspectorial search means an entry into and examination of premises for the purpose of ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for the promotion of public well-being.

Kennel means any commercial establishment or premises where ten (10) or more dogs or cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever, with the exception of state-inspected veterinary hospitals and shelters.

Licensed veterinarian means a person with a doctor of veterinary medicine degree, licensed to practice in the state.

Livestock means cattle, horses, mules, donkeys, swine, sheep or goats.

Neglect means an overt act involving failure to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age and condition.

Nuisance means, but is not limited to defecation, urination, disturbing the peace, emitting noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants of the city.

Owner of animal means a person who owns, harbors or keeps, or knowingly permits an animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain on or about their premises.

Person means any individual, household, firm, partnership, corporation, company, society, association, and every officer, agent or employee thereof.

Person in charge means, for the purpose of inspection, the individual present in an establishment who is the apparent supervisor of the establishment at the time of inspection. If no individual is the apparent supervisor, then any employee present shall be considered the person in charge.

Pet shop means any commercial establishment or premises or part thereof maintained for the purchase, sale, exchange of animals of any type, except that the term shall not include livestock auctions.

Playground means an area where outdoor equipment is placed for children to play on, athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard parks, etc.

Police dog means any dog owned by a public agency and used in law enforcement activities under the direction of a handler.

Premises means a parcel of land and the structures thereon.

Professional animal care business means a business operated by a person or persons that involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet day care, pet sitting, pet store, training facility, dog walking, and circus acts.

Professional animal care permit means a permit issued by the city of Santa Fe animal services administrator to a professional animal care business.

Quarantine means to detain or isolate an animal suspected of having a contagious disease.

Restraint means:

A. Confinement within the real property limits of an animal owner where the animal is secured by a leash or lead or is otherwise under the control of a responsible person; or

B. Confinement within a vehicle in a manner that prevents an animal from escaping.

Running at large means not to be confined within a building, shelter, walled or fenced area or secured by a leash, rope, chain or other restraining device, unless under the direct control of the owner/handler or keeper.

Service animal means a dog or miniature horse that is individually trained to do work or perform tasks for a person with a disability.

Shelter means:

A. Any establishment owned and operated by a non-profit humane organization

licensed to do business in the state; or

B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate an animal, allowing for freedom of movement to make normal postural adjustments, including the ability to stand, turn around, and lie down with limbs outstretched including, but not limited to, a dog house, shed, barn, private residence, or similar structure.

Stray animal means any animal found running at large beyond the boundaries of the premises of the owner unless the animal is within the established limits and boundaries of an official city designated dog park.

Unaltered means not neutered or spayed.

Unattended animal means any animal left in a situation where the animal's immediate welfare may be compromised and the animal is without direct supervision by any person having charge, custody, or ownership, including situations when the animal lacks immediate access to adequate food, water, shelter, or care appropriate to the animal's age, species, and physical condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or tethers, or in yards or enclosures without proper shelter from weather conditions.

Vaccination means protection provided against rabies by inoculation with anti-rabies vaccine recognized and approved by the state.

Vermin means small insects and animals (such as fleas, mice, rats, or gophers) that are sometimes harmful to plants or other animals and that are difficult to get rid of.

Vicious animal means an animal which kills or causes great bodily harm. It does not include an animal that bites, attacks or injures a person or second animal unlawfully upon the premises of the owner or person having custody of the first animal. Any animal that has previously been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent offense.

Wild or exotic animal means any animal not normally considered domesticated and shall include, but not be limited to, the following:

A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and order loricata, such as alligators, caymans and crocodiles;

B. The following members of the class aves; order falconiforms, such as hawks, eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries, and emus;

C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers, jaguars, leopards, and cougars, except commonly accepted domesticated cats; family canidae, such as wolves, dingos, coyotes and jackals, except commonly accepted domesticated dogs; family mustelidae, such as weasels, martins, mink, badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia, such as kangaroos, and common opossums; order edentata, such as sloths, anteaters, and armadillos; order proboscidea, such as elephants; order primata, such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines; order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and camels but excluding cattle, swine, sheep, and goats; and order euungulata such as rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and mules;

D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and skates; and

E. Hybrids, which includes the offspring of two (2) animals of different races, breeds, species, varieties or genera involving any one or more of the animals mentioned in Subsections A—D above.

Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is amended to read:

5-5.4 Restraint of animals.

A. Voice command is not an acceptable form of restraint.

B. Except for city permitted events that allow for animals to be present, animals which are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming pools, or within a building, any of which are owned, operated or maintained by the city, nor shall they be allowed upon the premises of public schools, preschool through high school unless permission is obtained from the school official. All animals which are not service animals shall be prohibited in Cathedral Park.

C. Animals shall not be allowed upon a public street, alley, easement, city property or other place open to the public or upon any property other than that of the owner of the animal unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and under the immediate effective physical control of the person having custody thereof. Longer, retractable leashes may be used, provided the person with the dog is capable of controlling the dog. All other animals must be secured in a fashion acceptable for the species of animal. The person having custody shall be a person of such age and maturity to be reasonably responsible therefor and shall be capable of controlling and restraining the animal. A person inside an enclosed structure shall not be considered to be in the physical control of a dog not in the enclosed structure. The provisions of this paragraph do not apply when an animal is participating in a bona fide animal show or training program which has been authorized by the animal services division or is in a city park designated by the governing body as an off-leash exercise ground for dogs. The provisions also do not apply to police canine units unleashed while on public property while acting in a law enforcement activity.

D. Animals located upon the property of the owner of the animal shall be restrained

in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The animal shall be restrained in such a way as to prevent the animal from reaching outside the perimeter of the property.

E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat so it cannot fall or jump from the truck or be strangled.

F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes to permit an individual to render aid to a human or other animal, and only when the owner is immediately present.

G. It is unlawful for any individual to restrain or have an animal on any median, regardless of the owner's presence, for longer than needed to cross the street.

Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended to read:

5-8.4 – Abandonment.

It is unlawful for any person having charge, custody, or ownership to abandon any animal. Persons who are not acting on behalf of the city as an animal services officer may turn over any [~~All~~] animals [~~which~~] that are [~~to be~~] abandoned [~~may be turned over~~] to the animal services center or the animal shelter for adoption.

Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:

5-8.14 – Unattended animals.

It is unlawful for any person having charge, custody, or ownership to leave an animal unattended.

Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and the related Table 15-12.1 is amended to read:

5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER CHARGES; AND ADMINISTRATIVE HEARINGS.

A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below or as provided in Section 1-3 of this Code. If any person is cited for or convicted of cruelty or mistreatment of an animal, the animal shall be removed from the owner's custody and placed with the administrator. The administrator shall develop and alternative payment program for those residents who receive first-time civil citations and who have affirmed their inability to pay the associated fines. as

Table 5-12.1		
[Editor's note: prior rows omitted for brevity]		
Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1st civil citation in 36 month period	$50	$25
2nd civil citation in 36 month period	$100	$50
3rd civil citation in 36 month period	$250	$125
4th civil citation in 12 month period	$500	$250
Restraint of an animal on any median (first and subsequent offenses) (Section 5-5.4(G))	$200	$200
[Editor's note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1st [C]criminal conviction in 48-month	$150	

period	
2nd criminal conviction in 48 month period	$250
3rd criminal conviction in 48 month period	$500 and/or up to ninety (90) days in jail and surrender of animal
Abandonment (Section 5-8.4)	[~~$200~~] $500
Poisoning (Section 5-8.5)	$500 and/or up to ninety (90) days in jail and surrender of animal
Animal fights (Section 5-8.10)	$500 and/or up to ninety (90) days in jail and surrender of animal
Unattended Animals (Section 5-8.14)	
1st offense	$200
Subsequent offenses	$500

Notes:
[1] In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.
[2] Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.
[3] Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.
[4] Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Oct 2, 2025 15:07:08 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bill/ Banning Animals on Medians

FIR No. 10712.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Prohibiting Animals on Medians

Sponsor(s): Councilors Jamie Cassutt and Signe Lindell

Reviewing Department(s): Santa Fe Police Department

Staff Completing FIR: Thomas Grundler, Deputy Chief of Police **Date:** 9/24/2025

Phone: (505) 955-5359

Reviewed by City Attorney: Erin McSherry Erin McSherry (Oct 2, 2025 15:07:08 MDT) **Date:** 10/02/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 10/03/2025

Summary:
This bill would Amend SFCC 1987, Section 5-2, "Definitions" to define "abandonment" and "unattended animal" as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner's presence on or near the median. It would also increase the penalty for abandoning an animal from two hundred dollars ($200) to five hundred dollars ($500). It creates a fine structure for unattended animals—two hundred dollars ($200) for the first offense and five hundred dollars ($500) for subsequent offenses. Lastly, it creates a fine of two hundred dollars ($200) for keeping an animal on a median.

Departments Affected:
Police Department (Animal Services)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, keeping an animal on a median will not be illegal or subject to fine. Nor will Section 5-2 define "abandonment" and "unattended animal". Lastly the penalty for abandoning an animal will remain two hundred dollars ($200), and there would be no penalty for "unattended animals".

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Adopting this bill has potential implications for improving staff's ability to respond to constituent complaints regarding abandoned and unattended animals.

Fiscal Implications:
**It is difficult to predict the number of violations for future years and whether the citations will result in successful payment of the related fines. However, for reference, no abandonment citations have been issued

in the past two years.

Fiscal Impact

__**_____Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

**see Fiscal Implications narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: tjgrundler@santafenm.gov

Signature:

Email: pmjoye@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22_
Prohibiting Animals on Medians

The following members of the Governing Body joined sponsorship of this legislation:

Alma Castro (Oct 8, 2025 16:35:16 MDT)

Alma Castro, Councilor

10/08/2025
Date

10712.1

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22
Banning Animals on Medians

The following members of the Governing Body joined sponsorship of this legislation:

Pilar Faulkner (Oct 20, 2025 10:44:37 MDT)

Pilar Faulkner, Councilor

10/16/2025
Date

10712.1

City of Santa Fe, New Mexico

memo

DATE: October 17, 2025

TO: Alan Webber, Mayor

FROM: Randy Randall, TSF Executive Director Randy Randall (Oct 18, 2025 06:55:51 GMT+3)
Carol Robertson-Lopez, Sister Cities Chair c a l lope z(Oct 17, 2 025 13:44:18 EDT)

RE: Re-Appointment of Sister Cities Members

ACTION
TOURISM Santa Fe and Sister Cities Committee Chair is Seeking the Approval to Re-Appointment Three Sister Cities Members whose Terms are Set to Expire in October 2025. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov & Carol Robertson-Lopez, Sister Cities Chair, crobertson-lopez@comcast.net).

Committee Meeting:
Governing Body – 10/29/2025

BACKGROUND & SUMMARY
The Sister Cities Committee plays a vital role in fostering international partnerships, promoting cultural exchange, and strengthening our global relationships. As of October 2025, the terms of the following members will expire therefore, TOURISM Santa Fe and Sister Cities Chair, Carol Robertson-Lopez recommend the re-appointments of the three members:

- Jeff Case, Member,
- Ron Press, Member
- Kerri Cottle, Member

Due to personal issues three other members whose term will end as well will not re-new their appointments:

- John Self
- John DeRuggiero
- Judith Moir

REQUEST
Request to approve the re-appointments of three Sister Cities Committee members: Jeff Case, Ron Press & Kerri Cottle for a new term beginning November 1, 2025, and ending on the allowable term.

ATTACHMENTS
(3) Resume's: Jeff Case, Ron Press and Kerri Cottle

Resume for Jeff Case

[redacted]

Degrees. PhD. Michigan State University. 1979, M.A. Michigan State University. 1975, B.S. Michigan State University. 1969

2008—Current. Committee Member Santa Fe Sister Cities. Chair of the Icheon, South Korea committee. Traveled and attended four times at Icheon Korean Ceramic Festivals. Developed exchanges with the Korean National Ceramic High School. With fundraising of $12,000 sent 10 Santa Fe high school students and chaperones to participate in the Icheon Korea Music Festival. This event received the highly desired **Best Education Sister City Award** from Sister Cities in 2019. Received three times award winning Icheon, South Korean ceramicists to participate at the Santa Fe Folk Art Festival. Received three times Icheon, South Korean, Mayoral delegations to meet with Santa Fe Mayor and City Council members.

Traveled to and participated two times in Sister City meetings with Mayor and CCP members Zhangjiejie, China. Developed three school connections between Zhangjiajie, China, and Santa Fe. Traveled and participated with Zhangjiajie, China delegation to New York City, tour with United Nations facilities and members. With fund raising of $10,000 sent, and traveled with, a Santa Fe mariachi music group to the world famous Zhangjiajie China Music Festival. Received in Santa Fe and participated with two Zhangjiajie, China delegations with Santa Fe Mayor and City Council.

Traveled and participated with the Santa Fe delegation in a signing ceremony with Livingstone, Zambia. Coordinated high school activities with Libres College and Santa Fe Community College. Received the Livingstone delegation for meetings with Santa Fe Mayor and City Councilors.

Traveled to and participated in high school signing agreement for exchanges with St. Michaels high school in Santa Fe and the comprehensive high school in Santa Fe de La Vega Granada, Spain.

Received three times in Santa Fe delegations from Paral, Mexico.

Traveled five times to Sister Cities International annual meetings. Traveled to Sister City conferences in Cairo, Egypt, and twice in Belfast Ireland, conferences in Cusco, Peru, and Limoge, France, and Guadalajara, Mexico, and three conferences in Bukhara, Uzbekistan, Tashkent, Uzbekistan. Participated in Sister City Leadership Conferences in Houston, Kansas City, and Santa Fe.

2023—Current. After operations were suspended because of Covid I had other achievements with Santa Fe Sister Cities. I Co-Chaired with Kerry Cottle the local YAAS competition. We had six School entries. They were Santa Fe Girls School, our Sister City School the Korean National Ceramic High school, Monte del Sol, Rio Grande, Girls Inc., and Santa Fe Prep. This was a first-time achievement for Santa Fe Sister Cities.

I co-authored with Taylor Washburn from the Tourism Department a 30-page narrative of the history between Tsuyama and Santa Fe. We collected and used over 100 photos and illustrations. The detail

made it even more impressive. The officials from Tsuyama were so impressed with this work, they decided that more Japanese needed to read it. So, they decided to translate it into Japanese!

Also, in preparation for the Tsyuyama Resigning Ceremony, I organized with the Department of Parks and Recreation the planting location and signage for the Cherry Blossom Tree right next to City Hall. Also, I worked with Taylor Washburn to create a new Mayoral Signing Document.

For the new Sister City Street directional signs, I did all the computational work for the mileage distances. I wrote a briefing on the difference between direction signage and information signage.

2010-2018. Presiding Judge or Judge for numerous Federal, State. And Municipal Elections. Responsibilities carried out at appointed polling sites. Verification of Voter Registry, maintaining voter rolls, verification of voter identification, tabulating and accounting for all voter ballots, monitoring ballot counting machines, verifying absentee voter ballots and early voting, accuracy and integrity of the election verified with signature transmittal to District Court Judges.

2007-2014. Board Member and Treasurer, Santa Fe Community College Foundation. Twice elected Treasurer. Chaired the Finance Committee which is responsible for management and investments of a $5.8 million dollar endowment fund. Annual scholarship disbursements in excess of $850,000. Instituted internal controls. Chaired the Audit Committee. Philanthropy Committee member for Title V matching funds, corporate giving, and donor relations. Planning Committee for fundraising projects, golf tournaments, and gala celebrations.

2006-2019. Co- Chair VIP Committee. Santa Fe Folk Art Market. Coordinated and led many VIP delegations for this prestigious market and community events. Delegations included the Deputy Ambassador from Morocco, Counsel from Nigeria, UNESCO leadership from China, Nigerian Artisan Cooperatives, and Ambassador Abdul Kamilov and his wife Gulnara Rashidova from Uzbekistan.

2010-current. Santa Fe Sister City Committee. Appointed by the Mayor and approved by City Council. Chair of the Education Committee. Member of the Bukhara/Tashkent, Uzbekistan delegation. Member of the Icheon, Korea delegation; member of the Santa Fe, Spain delegation; twice a member of the Chinese Friendship delegation; member the Livingstone, Zambia delegation; member and coordinator of the Zhangjiajie, China delegation, International Music Festival.

2008-2014. Board Member Council on International Relations. Three times elected Chair Faculty/Student Committee. Administered/Chaired annual teacher grants, World Affairs luncheon invitations, Foreign Affairs subscriptions, field trips, the Folk Art Market Passport Program, and the annual CIR Fall Summit. Wrote six successful grant applications for funding teacher travel from the Turkish Cultural Foundation and sent 18 Santa Fe teachers on a two-week study tour of Turkey. Wrote five successful applications for student scholarships to the World Affairs Conference, Washington D.C. Chaired the Santa Fe-Zhangjiajie and the Santa Fe-Bukhara Connection, Coordinated the Mexican Consulate-SFCC Student Scholarship Program. Coordinated and led numerous State Department International Visitor Programs including a delegation of Uzbek Master Ceramicists.

Lansing Community College. Lansing, MI. From 1975 to 2003. Communication Department. Faculty instructor for Freshman Composition courses. Responsible for all forms and modes. Responsible for textbook selection and learning materials.

The Bookmart, LTD. Lansing, Mi. From 1987-2003. President. Developed, managed, and organized a retail college textbook store. Maximized sales in a competitive marketplace. Annual sales in excess of $1.5 million. The Bookmart was ranked as the third largest Michigan independent book seller for community colleges.

Michigan Department of Education. Lansing, Mi. From 1979 to 1983. Research Consultant. Trained content specialists to develop strategic goals, content objectives, assessment instruments, and curriculum evaluation.

Michigan State University, E. Lansing, Mi. From 1978 to 1987. Adjunct Faculty for graduate level courses in educational issues and assessment instruments.

Benton Harbor Schools. Benton Harbor, Mi. From 1973 to 1975. Teacher.

Peace Corps Volunteer. Swaziland, Africa. From 1970 to 1973. Teacher. Peace Corps Training Administrator.

Beecher Area Schools, Flint, Mi. From 1969 to 1970. Teacher.

DR RONALD PRESS MD

[redacted]

BORN: December 2, 1951 San Bernardino, California

EDUCATION: High School: St. Mary's Towne and Country London, England

San Bernardino High School graduated with honors 1969

College: University of California,Berkeley college of Agricultural Science
B.S. degree Human Nutrition and Food Science graduated with honors
dates attended 9/1970 to 6/1974

Medical School Kasturba Medical College, Manipal University Karnataka, India
dates attended Jan 1976 to December 1982 including internship required

Residency: Oklahoma University,Tulsa Medical College
Family Medicine internship and residency
Dates attended July 1982-June 1985

CERTIFICATIONS: M.B.B.S. 1982

ECFMG 1981 FLEX 1983 (federal license)

Oklahoma medical license issued 8/19/1983
New Mexico medical license issued 11/16/1987 expires7/01/2021

American Board of Family Practice board certified 1985,1992,1999,2005,2011 expires 2021

Advanced Cardiac Life Support Instructor active
Advanced trauma life support expired
Advanced life support in obstetrics expired
Neonatal resuscitationexpired
New Mexico Search&Rescue Field Certified

Scope of Practice: Internal medicine,obstetrics and gynecology (stopped),pediatrics,
Hospital medicine, emergency medicine,geriatrics,dermatology.

Federal Motor Vehicle Administration certified examiner for CDL
Immigration and Naturalization designated Civil Surgeon physician for immigration physical

Skills: Vaginal delivery,vacuum assist, D&C Colposcopy obstetric ultrasound
aortoscan bladder scan
Vasectomy circumcision
sigmoidoscopy
Dermatological procedures
Lumbar puncture, thorocentesis paracentesis
simple fracture casting and splinting, sports medicine

WORK HISTORY

Present Position: Unity Medical Clinic Santa Fe, New Mexico a group family medicine
includes inpatient care at Christus St. Vincent's Hospital
CSVH inpatient rehab and Physicians Med Center surgical post-op care
421 St Michael's Dr. Santa Fe New Mexico 87505
tele 5059923334 fax 5059921998 dates from 10/2003 to present 12/2018

clinical professor of Family Medicine 1995-2012

Personal: Hobbies: Skiing, hiking,biking, horse riding ,scuba diving (master diver certification) interested in diving medicine,cinematography, guitar

Future Plans: I plan on phasing out of private practice. Then start working as a locums physician or expedition doctor around New Mexico and internationally.

Personal statement: Life is a miracle but short. I have dedicated myself to contributing positively to the evolution of all life on earth

References:

Neal Devitt MD	family medicine	505 466 4808	ndevitt@lfmctr.org
Mario Pacheco MD	family medicine	505 699 7310	Mario.Pacheco@stvin.org
Kurt Kastendieck MD	family medicine	505 690 3589	kk-md@q.com
Joshua Brown MD	internal medicine	505 577 2767	joshbrown112@hotmail.com
John Caskey MD	internal medicine	505 231 0560	nnmiplic@gmail.com
Eric Grasser MD	family medicine	505 490 6611	ericgrasser@gmail.com

Christus St. Vincent's Hospital Santa Fe, New Mexico active staff physician
dates from Jan 1989 to present 12/2018
455 St. Michael's Dr. Santa Fe NM 87505 tele 9135638 fax 913 5440

Past Positions:

Santa Ana Family Medicine dates 4/2003 to 10/2003
2205 Miguel Chavez Rd,Santa Fe NM 505954 4422

La Familia Medical Center
1035 Alto St. Santa Fe NM 87501 tele 5059824450 fax 982 8440
family practice including OB and inpatient medicine
medical director 1994-2000 dates jan 1989 to April 2003

Health Centers of Northern New Mexico
Espanola, New Mexico family physician
jan/1988 to Dec/1988

Espanola hospital staff physician jan 1988 to Dec 1988

Indian Health Resources Center
550 S.Peoria Ave. Tulsa, Oklahoma tele 918 588 1900 fax 918 582 6405
dates 10/1987-10/1988

Doeguling Tibetan Resettlement Hospital
Mundgod,Karnataka, India dates10/86 to 6/1987

Creek Nation Community Hospital physician and Medical Director
1800 E, Coplin Rd Okemah,Oklahoma 74859 tele 918623 1424
(first job post residency) dates 7/1985 to 7/1986

Locums work

WW Hastings Indian Hospital
Tahlequah ,Oklahoma locums emergency physician 1986/1987

Jane Phillips Hospital locums emergency room physician 1987
Bartlesville,Oklahoma

Pinon Hills Mental Hospital Santa Fe,New Mexico locums physician 1995-1997

Espanola Hospital locums emergency room physician1991-1993

Holy Cross Hospital Taos, New Mexico locums ER physician 1991-1993

Mogul Medical,Taos Ski Valley locums physician 1990-2000

Grants/Applications Tibetan Refugee Hospital project to Direct Relief International
Creek Nation Indian Hospital to Direct Relief International
Charter application for starting Northern New Mexico Family Practice Residency
Northern New Mexico Family Medicine Residency Program prepared application, Co-founder and associate

UNM Locums Tenens Locum physician mainly worked at Santa Domingo Pueblo Kewa outpatient Clinic 2-3 times per month
5/2019 to 11/2020

Christus St. Vincent's Family medicine Center Pojouque,New Mexico as per diem Family physician seeing outpatient 2-3 times per week
2/2019 to12/2019

1/2020 I was planning to travel and take a leave of absence but due to the Covid Pandemic I have continued to work.

Christus St.Vincent Hospital per diem nightshift Hospitalist. Admitting patients from ER and managing inpatients. 2 times per month
4/2019 to 6/2021

La Familia Medical Center part-time physician working 2-3 times per week out patient only.
1/2020 to 1/19/2022

John Caskey Medical Group. Santa Fe,New Mexico covered outpatient clinic and inpatients at Christus St.Vincent's Hospital including admissions.
3/2020 to 2/25/2022 for 1 to 2 weeks 2 to 3 times per year.

Present : EL Centro Family Health
TAOS / San Miguel 1 day / week
1/2024 – 12/19/2025

KERRI A. COTTLE

[redacted]

EDUCATION

New Mexico Highlands University – Master of Arts, Special Education (PK–12), 2013
Santa Fe Community College – Teacher Alternative Licensure Program, Certificate of Completion, 2002
College of Santa Fe – Bachelor of Arts, Psychology & Studio Art (Art Therapy Concentration), 1998, Graduated with Honors
Mount San Antonio College – General Education, Cross Country & Track Team, 1994–1996

WORK EXPERIENCE

Representative, Family Leadership Council of New Mexico – Santa Fe County

Part-time, 10 hours/month | 2025–2026

- Serve as Santa Fe County representative in statewide council of family leaders.
- Advocate for policies and initiatives supporting children, families, and community well-being.
- Collaborate with family leaders to elevate community voices and strengthen family engagement.

Community Outreach Coordinator – Santa Fe International Half Marathon

2020 – Present

- Coordinate community engagement, volunteer recruitment, and partnerships to promote inclusive participation.
- Manage outreach to schools, businesses, and cultural organizations for race weekend and wellness programs.
- Plan and execute public-facing events, including expos, wellness activities, and cultural programming.
- Track engagement metrics and prepare reports to enhance community impact.

Learning Support Coordinator – Rio Grande School, Santa Fe, NM

2002 – Present

- Provide individualized academic support for PK–6 students, including remediation and enrichment.
- Develop and implement classroom accommodations in collaboration with teachers and specialists.
- Coordinate student assessments, referral packets, and standardized testing (MAPS).
- Serve on Admission Committee and Student Wellness Team.

Art and Leadership Program Coordinator – Georgia O'Keeffe Museum, Santa Fe, NM

May 2019 – Sept 2019 (Contract)

- Managed 6th–9th grade summer art programs, including field trips and guest artist visits.
- Supervised program staff and site coordinators to ensure accessibility and quality.
- Maintained program budgets and demographic reporting for grants.

New Mexico State Geographic Bee Coordinator – National Geographic

Nov 2018 – May 2020 (Contract)

- Coordinated statewide student competition for grades 4–8, managing logistics, volunteers, and awards ceremonies.
- Communicated with state qualifiers and families, organized event setup, and managed expense reporting.

After School Activities Program (ASAP) Director & Educator – Rio Grande School, Santa Fe, NM

2000–2007; 2013–2018

- Directed after-school programs and supervised educators in arts, athletics, yoga, and academic enrichment.
- Established school clubs including Geography and Running Clubs.

Summer Program Director & Educator – Rio Grande School, Santa Fe, NM

1999–2006

- Oversaw spring and summer programs, including hiring and daily operations.
- Taught art and camp-themed activities; supervised junior counselors and managed budgets.

Freelance Photographer – Indian Country Today Media & Other Outlets

2016 – Present

- Document community events and Native student programs, including Apache Puberty Rite of Passage ceremonies.
- Work featured in national publications including The Atlantic.

Extended Care Director / Librarian Sub / Kindergarten & 1st Grade Assistant Teacher – Rio Grande School, Santa Fe, NM

1998–2002

Elderhostel Resident Advisor – The College of Santa Fe

May 1997 – Aug 1998

PROFESSIONAL PRESENTATIONS, AWARDS, GRANTS & SERVICE

Alumni Board Member – New Mexico Highlands University

2024 – Present

- Support alumni engagement, development, and strategic initiatives.
- Collaborate with university leadership to strengthen alumni programs and community connections.

Santa Fe Sister Cities Committee – Liaison

May 2023 – Present

- Facilitate cultural exchange programs and international partnerships promoting cross-cultural understanding.
- Serve as liaison between committee members, city leadership, and Sister City partners.

Santa Fe Mayor's Committee on Disability – Committee Member

Sept 2025 – Present

- Advise the City of Santa Fe on accessibility, inclusion, and equity in housing, employment, recreation, and transportation.

National Association of Independent Schools (NAIS) People of Color Conference – Presenter

- Presented "Visual Vignettes: Discovering Ourselves through Collage" and co-presented for the Native American Initiative.

Santa Fe International Half Marathon – Volunteer Coordinator & Community Engagement Lead

- Supported inclusive participation through volunteer organization, outreach, and event coordination.

Rio Grande School – Community Partnership Host

- Hosted visiting Kenyan delegation; organized community shoe drive, 2019.

Board & Leadership Roles

- Former Board Member, Southwest Dyslexia Association.
- Former Mentor, Rising Stars Youth Leadership Program.

Awards & Honors

- Athlete of the Year (Track) – Corona High School Kwanis Club, 1992.
- Turkish Cultural Foundation Grant Recipient (Turkey Study Tour), 2013.

CONTINUING EDUCATION & TRAINING

Indigenous Wisdom Curriculum – Indian Pueblo Cultural Center
Neuropsychology & the Brain – University of California, Santa Barbara (2017)
Schools Attuned, Minds-Up, Orton-Gillingham Level 1, Handwriting Without Tears
Milton Academy Summer Diversity Institute – PreK–12
Trauma-Informed Yoga (20 hours, 2021)
USTA Track & Field Level 1 (2019)
Writing Revolution – Advancing Thinking Through Writing, Grades 3–12 (2024)
Dibels Onboarding & Professional Development (Fall 2024)